

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X641

Date of Final Decision: 23 November 2021

Party Details

Customer:

Company:.

Complaint

The customer considers that works carried out by the company damaged his water softener, in turn damaging plumbing fixtures and fittings in his home. The customer asks for £2,500 compensation for distress and inconvenience, as well as £3,403.73 for the cost of repairs to his plumbing.

Response

The company contests the customer's claim. It does not believe that its works were the cause of the damage to the water softener. While it accepts that it initially instructed a plumber to repair the damage, it later concluded that this was not its responsibility. It has paid the customer £300 for the inconvenience caused by this failure in customer service, and it denies that it is liable to pay any further compensation to the customer.

Findings

Having carefully considered the papers, I do not find, on balance, that there is sufficient evidence to show that the company's works were the cause of the failure of the customer's water softener. The company is therefore not liable for the consequences of the water softener failure, including damage to the customer's internal plumbing and being left without water. However, the company should not initially have advised the customer that it would repair the problem and told him not to instruct a private plumber, only to change its mind at a later stage. While the company has already paid £300 as compensation for the inconvenience it caused, I find that a further payment of £200 is justified given the length of time the customer was inconvenienced.

Outcome

If the customer accepts this decision, the company must, within 20 working

days of receipt of the acceptance, pay the customer £200 as compensation for inconvenience.

The customer must reply by 22 December 2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- On 30 June 2020, the customer suffered a loss of water supply at his home. He reported this to the company, which checked the water pressure outside the property and found that it was high, so the customer should have had running water. The company subsequently found that the problem was due to the failure of the customer's water softener, which had blocked his plumbing. The customer says that three different company representatives told him that the company had been carrying out works on his road at the time, and that "blowback" (change in water pressure) from the works had caused the damage to his water softener.
- The company initially agreed to repair the damage and sent a plumbing subcontractor to the customer's home. The plumber was initially able to restore water from one tap, but the customer was without hot water for several days. Five days later the plumber was able to restore some of the customer's baths, showers and toilets but others remained out of operation.
- In attempting to carry out repairs in the customer's downstairs bathroom, the plumber caused damage to the metal trim around the tiling and left a huge hole in the wall. The plumber told the customer that the shower valves had been damaged beyond repair and needed to be replaced. However, it was very slow to source a replacement. In addition, after these repairs, the pipes in the customer's bathroom started banging. The plumber later fixed this but only by turning the water pressure down so low that the customer's irrigation system no longer worked. During this time, the customer was told by the company that he should not use his own contractors to fix the damage to his plumbing.
- The customer is unhappy that the company took a long time to deal with his claim for compensation and for replacement of his water softener, and he made two written complaints

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about this. On 1 September 2020, the company told him that it now no longer considered that the damage to his plumbing was caused by the company's works in his road, because the company did not turn off the water on his road to do the works. The customer considers that the company is now renegeing on its promise to fix the damage.

- The customer does not believe that his water softener, which was regularly maintained, would have spontaneously broken down. Given that the company was carrying out works on his road at the time of the damage, he believes that the works must have caused the damage. He argues that the reason that the company changed its diagnosis of the problem was most likely because it discovered that the parts needed to repair the damage were difficult to source and the repairs were going to be more expensive than expected. He also points out that although the company has said that there was no change in the water pressure at his home, this was on the basis of a reading taken 450m away from his home, while the works were being carried out some 15m from his home. He says that during more recent works carried out by the company in his road in 2021, his water pressure was affected.
- The company's plumber called to set a date to fix the hole in the customer's wall, but the customer does not believe that it is reasonable to do this before the damage has been fully surveyed and repaired. In addition, given the damage caused by the plumber, the customer says that he is reluctant to let it back into his home.
- The customer asks for an apology from the company, as well as £2,500 compensation for distress and inconvenience and £3,403.73 for the cost of repairs to his plumbing.

The company's response is that:

- The company accepts that on 30 June 2020, it was carrying out works to a communication pipe serving a neighbour of the customer. However, it explains that this was a "live" repair, meaning that it did not shut off the mains water and so other than the neighbour, no other customers on the road would have experienced a difference in water pressure as a result of the works.
- In the early hours of 1 July 2020, the company then received a call from the customer to say that he had no water supply. As the water pressure outside the customer's property was normal, the company sent a plumber which discovered that the problem was due to the failure of the customer's water softener.

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- The plumber carried out works and attempted to source replacement parts for the customer's bathroom, although the company accepts that this took a while to achieve. On 12 August 2020 a new case manager was then assigned to the customer's case, who concluded that the damage had not been caused by the company because the company had not shut off the water during the works on the customer's road, so there would not have been a pressure surge. The company advised the customer of this on 13 August 2020 and again on 1 September 2020. The customer contested this and also told the company that he did not want the plumber to fix the hole in his bathroom wall.
- The company explains that the works that it carried out on 30 June 2020 were to repair a leaking communication pipe for a neighbour of the customer. Because the leak was on a communication pipe and not on the water main itself, the company did not have to shut off the water supply to the road (it only shut off the water supply to the neighbour's property itself). The company therefore explains that there would not have been any change in the water pressure at the customer's property, so the company's works would not have caused the customer's water softener to fail.
- The company therefore does not believe that it is responsible for the damage suffered by the customer. It argues that because the damage occurred on the customer's private plumbing, the company did not have any responsibility for diagnosing the problem, or for fixing it.
- The company accepts that it did send around a plumber who carried out certain works to fix the problem. It explains that there seems to have been some confusion about the use of the term "blowback", which the company explains should refer to the procedure that is used to fix a blockage in the pipework, rather than the way in which it was caused. The company does not agree that it initially accepted liability for the problem. It says that the plumber should have realised that it was not the company's responsibility to repair the damage caused by the water softener and therefore should have advised the customer to find a private plumber. However, it did not do so. The plumber instead attempted to repair the problem, although it faced difficulties in ordering the necessary parts to do so. The company says that the delays were caused by supply chain issues arising as a result of the Covid-19 pandemic.

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- The company therefore accepts that there was some mishandling of the case as it was not escalated quickly enough and the customer was not properly informed about the company's liability. As a result, the company has paid the customer a total of £300 as a goodwill gesture, broken down as £100 for confusion caused by using a term known as a 'blowback', £100 for the poor case management from their first Case Manager, and £100 for the poor case management from their second Case Manager.

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.

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 dispute in this case arises out of the failure of the customer's water softener on 30 June 2020. The water softener broke and released filtration beads into the customer's plumbing system, which caused various blockages. The customer was initially entirely without water. The company sent around a plumber who was able to restore some cold water initially, and then restored hot and cold water to some of the customer's bathrooms five days later. However, there was still a problem with the customer's ensuite and downstairs bathroom, which has taken a long time to fix because the plumber had difficulty ordering the required parts.

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2. In order to decide whether the company should compensate the customer for the loss and inconvenience that he suffered as a result of the broken water softener, I firstly have to decide whether or not the company is responsible for causing the water softener to fail. The customer argues that the company must have been the cause, because the company was carrying out works on the customer's road on the day when the damage occurred and it would be too much of a coincidence for these two things to have happened at the same time if they were not connected. The customer points out that three of the company's representatives initially told him that the damage would have been caused by the works, and also that his water softener was regularly maintained. The company, on the other hand, argues that it did not shut off the water during its works, so there is no mechanism by which the works could have caused the water softener to fail.
3. After carefully considering the papers, I conclude that on balance, it has not been shown that the company was responsible for causing the customer's water softener to fail. In reaching this conclusion, I have taken into account the fact that the company has put forward evidence to show that the water to the customer's property was not shut off during its works on the customer's road on 30 June 2020. The company explained that the nature of the works (which were on a communication pipe) were not such as to require the water to be shut off, and also provided photographs showing that the water supply was left running during the works. In addition, the company provided graphs which show that the pressure recorded at the local Critical Pressure Point (CPP) was steady during the works. Although the customer argues that this point was some distance away from his house, I accept the company's argument that if the mains water had been shut off during the works, this would have been reflected on the graphs of the pressure at the CPP.
4. The customer, in his response to the company's defence, raised the fact that more recent works on his road by the company, on 28 June 2021, had in fact caused changes to his water pressure. However, I note that the company confirms that during these works, it did in fact turn off the mains water twice (unlike during the works on 30 June 2020). I therefore do not consider that what happened to the customer's water pressure on 28 June 2021 is a good indicator of what would have happened on 30 June 2020, as the circumstances were different.
5. I also note that the customer instructed a company by the name of Redacted to investigate the failure of the water softener, but it was unable to identify precisely what caused the softener to fail.

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6. In his comments on the Preliminary Decision, the customer highlights that the company did not have any new information when it changed its mind about what caused the damage to the softener. The only thing that changed was that the company became aware of how much outstanding repair work was necessary. The customer argues that it is not credible that the company only checked whether the mains water had been turned off, nine weeks after the damage had occurred. He therefore implies that the company's change of position must have been motivated by the wish to avoid paying for the works.
7. In response, the company accepts that the information that the water was not shut off was indeed available to it from the beginning. It says that as a result of poor case management, this information was not properly understood until the company carried out a review at a later date. The company denies that it is responsible for the damage that was caused to the softener.
8. The customer also, in his comments on the Preliminary Decision, says that the company's reference to a water pressure point that is 460m from his house does not prove that there was no a momentary blockage or interruption in water flow that was caused by the works, which were being carried on much closer to his house. The customer says that the report by X is also not conclusive, because x would have been able to reach a decision about what had caused the softener to fail if the company's plumber had kept the debris from the taps and pipes that it cleared - something which the company's plumber did not do. The customer therefore argues that the company did not do enough to investigate the cause of the damage.
9. I have considered the further points made by both parties and I still do not think that there is evidence to show that the company was responsible for the failure of the water softener. Although the company did not carry out sufficient investigation when the problem was first reported by the customer (as I explain further below), I do not think that the company was attempting to mislead the customer or to cover up the cause of the damage. The company should have checked its records at an early stage to see whether the water had been turned off during its works, but it did not do so. As a result, the company's representatives wrongly suggested to the customer that the company may have caused a change in water pressure which damaged the softener. However, once the company did carry out the necessary checks (even if belatedly), it realised that the water had not been shut off, and therefore that no change in water pressure in fact occurred. While the customer believes that there may have been a momentary blockage in the pipes even if the water was not turned off, I do not see how this could have been the result of the company's works on a communication pipe, and there is in any event no evidence to suggest that this actually occurred.

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10. I therefore conclude that the company was not, in fact, responsible for the failure of the customer's water softener. The company was therefore not liable for the costs of repairing the damage that it caused, or for the inconvenience suffered by the customer, including his lack of access to water as a result of the blockages in his pipework.
11. Secondly, however, I must also decide whether there were any failings in the service that the company provided to the customer over this period. In particular, the customer is unhappy that the company appears to have "changed its diagnosis" of the cause of the problem suffered by the customer, initially accepting that it was caused by the company's works, before later denying that this was the case.
12. The company states that it has no record that its representatives accepted liability for the problem. However, the fact that the company's plumber undertook ongoing works to repair the problem suggests that the company must initially have accepted that it was responsible for these repairs. On the other hand, I do not have any evidence to suggest that the company's representatives who were dealing with the customer at this stage were fully informed about the nature of the works - in particular, about whether or not the mains water was shut off. If there was an acceptance of responsibility, it was therefore an informal one, and I have not seen anything to suggest that the company ever formally accepted responsibility in writing. Nevertheless, I find that the company should have carried out a proper investigation of the problem at an earlier stage and informed the customer that it did not accept that it was liable for the works. If it had done so, the customer would have known, from an early stage, that it was his responsibility to instruct a private plumber to carry out the repairs to his plumbing.
13. I bear in mind that the company's initial agreement to take charge of the repairs has meant that the customer has effectively had some of his initial repair works carried out and paid for by the company. In addition, the company has acknowledged certain customer service failings and has therefore paid the customer a goodwill gesture of £300. However, the customer has not been happy with the standard of service provided by the company's plumber. In particular, the plumber has damaged the metal trim around the tiling in his bathroom, and has left a hole in his bathroom wall (although it has now indicated that it is willing to attend to fix this). In addition, the company's plumber has been slow in ordering the parts needed to complete the repair works, meaning that the customer did not have the use of one of his baths and one of his showers for several months,

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during a period in which the customer says that the company told him that he should not contact a private plumber for these works - advice that the company now accepts was incorrect.

14. I consider that if the customer had instructed a private plumber, these inconveniences may not have arisen. The customer would have been in a better position to ensure that his bathroom was repaired in a reasonable time and would have had more control over the manner in which the works were carried out, meaning that they would likely have been carried out to a more satisfactory standard. I understand that the works would have been covered by his home insurance, so the financial position of the customer may, in practice, not have been very different had this occurred.
15. I consider that the inconvenience suffered by the customer falls at the higher end of tier 2 of the WATRS "Guide to Compensation for Inconvenience and Distress". Although the company has paid the customer £300 for this inconvenience, I consider that given the length of time over which the inconvenience was suffered, it should pay a further £200 to the customer to compensate him for this inconvenience.
16. In his comments on the Preliminary Decision, the customer says that he does not believe that £500 is sufficient to compensate him for the disruption that he has suffered as a result of the company's actions. However, in reaching my decision, I am required to take into account the WATRS guidelines and award an amount that is proportionate to the degree of inconvenience suffered, taking into account that the maximum amount I can award is £2,500 and taking into account the amounts that are awarded in other cases. I consider that a total compensation of £500 (£300 of which has already been paid by the company) is appropriate in this case.
17. The customer has also asked for an apology from the company. I note, though, that the company in its defence has accepted and agreed that the customer has not received the service that he could have expected from the company and explained why this was the case. I do not consider that any further apology is necessary.

Outcome

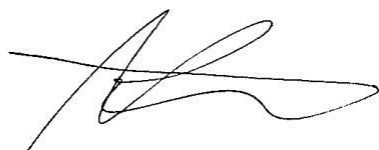
If the customer accepts this decision, the company must, within 20 working days of receipt of the acceptance, pay the customer £200 as compensation for inconvenience.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 22 December 2021 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 of 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.



Natasha Peter FCI Arb, Barrister, England & Wales

Adjudicator

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