

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X717

Date of Final Decision: 20 January 2022

Party Details

Customer: The Customer
Company: The Company

Complaint

The customer has a dispute with the company regarding its long delay in installing a new connection to a building at her farm. The customer says that she understood that after paying in full for the installation, the works would be completed within twenty-one days. The customer says the works were delayed by an additional two months and that she lost income because she could not rent out the building while it lacked a water supply. The customer also complains that she received a low level of customer service from both the company and its sub-contractors that she was advised to deal with directly. The customer says that she sought compensation from the company, but it declined to pay. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to pay her compensation and issue an apology.

Response

The company acknowledges that it displayed a lack of communication with the customer during the period between her payment and completion of the works. The company says the installation date originally given to the customer was provisional and it has ninety days to complete the works. Thus, it is not liable for any losses suffered by the customer. The company has not made any formal offer of settlement to the customer but has offered a goodwill gesture of £100.00 that she has not acknowledged.

Findings

The claim succeeds in part. I find that the evidence does support on a balance of probabilities that the company provided a low level of customer service, particularly in regard to communicating with the customer. The evidence does not support the customer's understanding that works should have been completed within twenty-one days. I find that the evidence does show that the company has failed to provide its services to a reasonable level and has failed to manage the customer's account to the level to be reasonably expected by the average person.

Outcome

The company shall pay the customer the sum of £100.00 in compensation and issue an apology.

The customer must reply by 17 February 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- She has experienced an ongoing dispute with the company concerning issues with development and new services. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- She submitted an application to the company to have a farm building connected to services, and on 30 April 2021 settled an invoice in the amount of £4,529.86 for the connection.
- When paying the invoice she was advised by the company that the connection works would be undertaken within twenty-one days. The customer says that the works were not done in this period.
- She contacted the company after twenty-one days to request an update and was advised to directly contact its sub-contractor that was assigned to the works.
- The sub-contractor informed her that it would attend her property on 02 June 2021. The customer says the sub-contractor did not attend on the given date.
- She immediately contacted both the company and its sub-contractor to seek an update but without success. The customer acknowledges that on 09 June 2021 the company contacted her and advised that the delay was due to it awaiting approval from the local authority.
- She contacted the company again on 16 and 17 June 2021 but says the company agents she spoke with were unable to update the situation.
- On 22 June 2021 she was contacted by a different sub-contractor of the company who advised her that it would be installing the connection.
- On 07 July 2021 she contacted the new sub-contractor, but it was unable to give her a date for when it would attend to undertake the work.
- Finally, she was informed by the company that the connection works would be undertaken on 04 August 2021.
- In addition to the many telephone calls she has made to various parties, she has also sent e-mails on four occasions and has not had the benefit of a response from the company other than a generic acknowledgement of receipt.

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- The installation should have been finished before 21 May 2021 in accordance with the original twenty-one day time period advised by the company on 30 April 2021.
- The new building is intended for agricultural commercial renting but could not be used due to a lack of water and thus she believes the company should reimburse her part of the lost rental in an amount of £4,500.00.
- Believing the company had not properly addressed her concerns she, on 30 June 2021, escalated her complaint to CCWater who took up the dispute with the company on her behalf. The records show that CCWater contacted the company on 16 September 2021 and has been continuously involved in the dispute since.
- On 19 October 2021, CCWater advised her that the company had responded to its request for information. The company confirmed that the service the customer received wasn't to the level it would normally expect, and it offered a goodwill gesture of £100.00 for the communications failures.
- The company advised CCWater that the terms and conditions applicable to a new water connection were sent to the customer with its invoice and these state that it does not guarantee a firm date for connection, and it is thus not liable to compensate the customer for any losses she may have incurred.
- CCWater had concluded that the company's response was reasonable, that it could not take any further measures to have the company change its position and was thus closing her case.
- Continuing to be dissatisfied with the response of the company she has, on 03 December 2021, referred the matter to the WATRS Scheme where she requests that the company be directed to pay her compensation for the installation delay and poor customer service, and issue an apology.

The company's response is that:

- It provided its response to the claim in its submission submitted on 16 December 2021.
- It confirms receiving from the customer an application for a new connection on 23 February 2021.
- It issued a quotation for the work to the customer on 24 March 2021 and the amount was paid in full by the customer on 27 April 2021.
- Following the receipt from the customer of a completed checklist she was informed on 20 May 2021 that the work would be undertaken by a sub-contractor on 02 June 2021.

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- It acknowledges that the work did not take place on the scheduled date and that on 16 June 2021 it advised the customer the work would be actioned on 30 June 2021.
- On 25 June 2021 it advised the customer that it had changed its sub-contractor and that consequently the work had been re-scheduled for 04 August 2021. The company confirms that the new connection was provided on 04 August 2021.
- It acknowledges there was a delay in installing the new connection.
- It also acknowledges that there was a lack of communication with the customer during the period of delay.
- Because of the communications failures it has apologised to the customer and made a goodwill offer of £100.00, but notes the customer has not acknowledged the offer.
- It confirms that the terms and conditions for a new connection, provided to the customer with its original quotation, state that the installation date advised is indicative only and cannot be guaranteed.
- The twenty-one days stated by the customer is only a target date and the company actually has a period of ninety days to complete the works.
- Because the installation date was provisional it is not liable for any losses suffered by the customer.
- It confirms receiving contact from CCWater and that it has responded fully to CCWater's requests for information.

The customer's comments on the company's response are that:

- On 17 December 2021, the customer submitted comments on the company's Response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.
- The customer rejects the company's assertion that she has been offered a £100.00 gesture of goodwill. The customer repeats her previously submitted position that she never received any promised call-back telephone contacts, was never advised of the change in sub-contractor, was never contacted directly by the sub-contractors, and has not received an apology from the company. The customer says the installation delay and poor customer service contributed to the stress and inconvenience she experienced whilst dealing with the company over the new connection.

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 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 relates to the customer's dissatisfaction that the company delayed in installing a new connection to a building on her property. The company says it has now installed the connection and made a goodwill gesture to the customer for the delay.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. The parties agree that the customer requested in February 2021 for a connection to be installed to a new building on her farm.
4. I can see that the company advised the customer of the cost of the installation, and she made the payment in full on 30 April 2021.
5. The parties do not agree on the time period for the company to complete the installation works. The customer says she was informed the works would be done within twenty-one days from payment whilst the company asserts that the twenty-one days is a target date but that it has up to ninety days to complete the works.

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6. The customer has not submitted any evidence to support her understanding. Overall, the evidence does not show on balance that the company was obliged to complete the works in twenty-one days.

7. The customer has complained that she made in excess of twenty telephone calls to the company, and although these are not listed in the customer's submission I can see that she contends calling on at least the following occasions:

21 May 2021	03 June 2021
04 June 2021	07 June 2021
09 June 2021	16 June 2021
17 June 2021	22 June 2021
07 July 2021	27 July 2021

8. The customer further contends that she also sent e-mails to the company that were not answered, and identifies the following dates:

17 February 2021	01 April 2021
14 May 2021	22 June 2021

9. The company, in its Response document, has not refuted the customer's claim in respect of telephone calls and e-mails.

10. The customer also complains that when originally seeking an update from the company as to why the works had not been done within the first twenty-one day period, she was advised to make direct contact with the company's sub-contractor.

11. I take note that the customer was indeed a customer of the company and had no contractual relationship with the sub-contractor. I find the company's action of advising the customer to make direct contact with its sub-contractors to represent an insufficient level of customer service.

12. The customer further complains that the company did not advise her that it had changed its sub-contractor for the installation task, and that she only became aware when the replacement contractor cold-called her to discuss the works. Again, I find this to be poor customer service.

13. The company has acknowledged that there was a lack of communication with the customer during the period of delay in actioning the installation works.

14. The company states that it has apologised to the customer and made her a goodwill offer of £100.00 that she has not responded to. The customer, in her comments dated 17 December 2021, refutes that she has received an apology or a goodwill offer. I see no evidence to support the company's statement.
15. The customer has included in her case narrative that she intends to rent out the new farm building at a monthly rental of £4,500.00, but that because of the lack of water supply she has had to defer commencing the renting. She has stated that she is seeking the company to refund one month's rental income, though I take note that the customer has not repeated this claim in her WATRS Application Form.
16. As the customer has not established that the company was obliged to complete the works within twenty-one days of her payment, then it follows that I am unable to find the company liable to compensate her for the loss of rental income.
17. I can see from the documentation submitted by CCWater that the customer is seeking for the company to compensate her for the installation delay and poor customer service.
18. I have earlier detailed that I find the installation delay is not compensable. However, I can see customer service shortfalls on the part of the company, and it has acknowledged its own lack of communication with the customer.
19. As a result, I am satisfied that the low level of customer service contributed to the stress and inconvenience experienced by the customer and as such I find compensation is appropriate.
20. Although the customer denies receiving the £100.00 goodwill gesture purportedly offered by the company, I find that the stated amount is fair, reasonable, and sufficient for the inconvenience suffered. I thus direct that the company shall pay to the customer the amount of £100.00.
21. I also direct that the company shall have an authorised representative provide a written apology to the customer for the inconvenience caused by the customer service failings.
22. My conclusion on the main issues is that the company has failed to provide its services to the standard to be reasonably expected by the average person.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 10 January 2022.
- The customer has, on 16 January 2022, acknowledged the Preliminary Decision and uploaded additional files. The customer did not supply any explanation for uploading

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the files and thus I am not made aware of their relevance to the Preliminary Decision.

- Having read the response of the customer I am satisfied that no amendments are required to the Preliminary Decision.

Outcome

The company shall pay the customer the sum of £100.00 in compensation and issue an apology.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 17 February 2022 to accept or reject this 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.



Peter R Sansom
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Member, London Court of International Arbitration.
Member, CI Arb Business Arbitration Panel.
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
Member, CEDR Arbitration Panel.
Member, CEDR Adjudication Panel.

Adjudicator

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