

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X724

Date of Final Decision: 31 January 2022

Party Details

Customer:

Company:

Complaint

The customer paid the company for a connection to his new property at the beginning of 2021, but the connection was not completed until 21 September 2021. The delay caused great inconvenience as the customer needed water to complete works on his new property. The customer service provided by the company has been very poor, and the customer would like the company to pay him £1,250.00 in compensation for the distress and inconvenience he has suffered as a result.

Response

The customer first applied for a new connection on 30 May 2019, but he was not ready for the service to be connected until 12 May 2021. The company changed its service partner and, as a result, the connection was not installed until 21 September 2021. To acknowledge any inconvenience caused, the company offered the customer an apology, a refund of the £159.60 application fee and an additional £100.00 as a gesture of goodwill, but further liability to compensate the customer is denied.

Findings

The evidence shows that the company has failed to provide its service to the standard reasonably expected by the average customer. Therefore, I direct the company to pay the customer £275.00 in compensation for distress and inconvenience.

Outcome

I direct the company to pay the customer £275.00 in compensation for distress and inconvenience.

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Case Outline

The customer's complaint is that:

- He paid for a water connection to his new property at the beginning of 2021, but the connection was not completed until 21 September 2021.
- The company's website says that a new connection takes twenty-one days to three months, so the delay was unacceptable and caused great inconvenience as he needed water to complete the work on his new property.
- The company took his money when it knew it could not provide the service he paid for in an acceptable timeframe, and only completed the work when CCW got involved. This is not right, but the company has a monopoly so it can get away with it.
- The company's service has been very poor. In addition to the delay, it failed to send an invoice, failed to communicate with him during the delay, completed the work to a poor standard because it used second-hand parts which it failed to replace, and sent a cheque to a property he has not lived in for three years. In order to sort the problems out, he had to telephone the company on hundreds of occasions, and he suffered a great deal of stress as a result.
- He would like £1,250.00 in compensation for the distress and inconvenience he has suffered as a result of the delay and the company's poor service.

The company's response is that:

- The customer's complaint relates to delays in installing a new water supply to his new development.
- On 30 May 2019, the customer submitted an application for a new connection. The application was processed on 1 June 2019, a survey was carried out on 6 June 2019, and a quotation for the work was issued on 25 June 2019. However, the quotation expired on 24 June 2020.
- On 29 June 2020, the customer made contact and asked for the original quotation to be honoured, but this was not possible as amendments had been made to its charges and costs, in line with its Charges Scheme.

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- A new survey was booked for 3 July 2020, a new quotation was issued on 27 July 2020, and the customer paid for the new connection on 19 April 2021. On 5 May 2021, it received the required checklist from the customer and this confirmed that the customer was ready for the new connection; however, the checklist was incomplete. The customer sent a fully completed checklist on 12 May 2021, and it was processed the next day.
- On 13 May 2021, it sent the job to its service partner, REDACTED. On 14 May 2021, x said that a site visit was required before any work could be scheduled. However, before this could happen, it changed its service partner from REDACTED, and the customer was informed about this by email on 23 June 2021.
- On 16 August 2021, REDACTED booked a site visit to take place on 20 August 2021. As a result of the site visit, a computer aided design was required to support the council permit needed for the new connection to be installed, and this was requested by REDACTED on 23 August 2021.
- On 2 September 2021, the customer was contacted by REDACTED and the work was provisionally booked in for 20 September 2021. A team attended the site on this date but there were some technical issues with the digger, so the work was completed on 21 September 2021 instead.
- It accepts that the change from x to REDACTED caused some delays to the installation of the new supply and, therefore, to acknowledge any inconvenience caused, it offered the customer an apology, a refund of the £159.60 application fee, and an additional £100.00 as a gesture of goodwill.
- The customer has not provided evidence of any losses incurred as a result of the delay, and liability to pay the customer further compensation is denied.

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.

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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 company accepts that there was a delay in connecting the customer's property to its network, and explains that this was caused by changing its service partner. The company states that it has already offered to pay the customer £259.60, comprising of £159.60 as a refund of the connection fee and a further £100.00 as a gesture of goodwill.
2. The customer states that he does not accept the company's offer and claims £1,250.00 for distress and inconvenience on the basis that there were further customer service failings in addition to the delay, and he had to telephone the company on numerous occasions to sort the problems out.
3. As the adjudicator in this dispute, I can only direct the company to pay the customer compensation if the evidence demonstrates that the company has failed to provide its service to the standard reasonably expected by the average customer, and this failing caused the customer to suffer distress and inconvenience. If I do find that the company has failed to provide its service to the expected standard and this caused the customer to suffer distress and inconvenience, I will then assess whether the amount of compensation claimed by the customer is reasonable in the circumstances.
4. The company admits that the change in service partner caused a delay in completing the connection and in an email from the company to the customer, dated 2 November 2021, the company also admits that there were missed opportunities to keep the customer updated during the delay. Therefore, I find that the company failed to provide its service to the standard reasonably expected by the average customer in this respect, and the customer is entitled to compensation for the distress and inconvenience caused by these failings. However, in order to assess whether the amount of compensation claimed by the customer is reasonable, I need to consider whether the amount of distress and inconvenience suffered by the customer warrants the amount claimed.
5. The evidence shows that the customer expected the connection to be installed within three months based on the information on the company's website, but the connection took the

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company nine months to complete. However, the period of time from 12 May 2021, the date the evidence indicates that the company received the customer's completed application, to 21 September 2021, the date the connection was installed, is approximately nineteen weeks, about seven weeks more than the customer expected. Therefore, while I accept that the delay was stressful and inconvenient for the customer, I do not find that the inconvenience suffered by the customer went on for as long as he feels it did. Also, while the customer has explained that trying to complete the work on his house without water was very difficult, he had to make numerous telephone calls to the company, and the level of stress he experienced was unbearable, the evidence does not confirm that the company used second-hand parts when it carried out the work or completed the work to an unacceptable standard.

6. In order to assess the customer's claim for compensation further, I looked at the WATRS Guide to Compensation for Distress and Inconvenience. Having considered all the circumstances of the case, I find that the customer's claim falls into the middle range of the 'Tier 2' category on the award scale and, therefore, I direct the company to pay the customer a total of £275.00. I understand that this is less than the amount claimed and the customer may be disappointed, however, I find this a reasonable amount of compensation for the company to pay for the failings shown in evidence and the level of distress and inconvenience suffered by the customer.

Outcome

I direct the company to pay the customer £275.00 in compensation for distress and inconvenience.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 14 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.

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K S Wilks

Katharine Wilks

Adjudicator

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