

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X807

Date of Decision: 15 March 2022

#### Party Details

Customer: Customer

Company: Company

#### Complaint

The customer has a dispute with the company regarding its refusal to refund costs incurred due to a broken water main. The customer says that his daughter's flat was unusable for eight days because it had no water supply and this in turn caused a toilet blockage. His daughter has full time carers that could not work during the eight days, but they still required payment for their time. The customer requested the company refund the costs paid out, but it declined. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to refund the cost of the carers.

#### Response

The company denies any liability to the customer to refund the costs incurred for paying the carers. The company says it promptly repaired the leaking pipe and water was restored to the block of flats on the same day that the leak occurred. The company notes that the customer identified that the OSV for his flat's water supply had been closed by a third-party. The company denies liability for refunding costs in respect of the care workers. The company did not make any formal offer of settlement to the customer.

#### Findings

I find that the evidence does not support that the company is responsible to refund costs for care workers. I further note that the customer has not claimed the cost refund on his own behalf but on behalf of a third-party that is not defined as a customer under the Rules of the Scheme. I find that the evidence does not show that the company has failed to provide its services to a reasonable level or has failed to manage the customer's account to the level to be reasonably expected by the average person.

#### Outcome

The company does not need to take further action.

The customer must reply by 12 April 2022 to accept or reject this decision.

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**Case Outline**

**The customer's complaint is that:**

- He has experienced an ongoing dispute with the company concerning issues with water supply services on his account. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- His daughter lives in a block comprising nine separate flats. All residents have disabilities, and his daughter retains full time carers.
- On **XX** February 2021 a burst water main resulted in a total loss of water supply to the block.
- In the late afternoon on the same day, supply was restored to the block but not to the flat occupied by his daughter.
- A care worker contacted the company on three separate occasions to complain that there was no water supply to the flat. The customer says that on each occasion the company advised that one of its engineers would attend the flat to investigate but no such inspection ever took place.
- He visited the flat and found no water supply and a blocked toilet. He sent home the care workers and moved his daughter to his residence.
- On **XX** February 2021 the landlord of the block repaired a water meter and restored the water supply to the flat.
- The carers were not able to work for a period of nine days, but he continued to pay them, and so expended in excess of £1,200.00.
- He made a request to the company to refund the costs, but it has declined to do so, saying it is not its responsibility to fund such expenses.
- Believing the company had not properly addressed his concerns he, on **XX** October 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf. The records show that CCWater contacted the company and has been involved in the dispute since.

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- The company responded to CCWater advising that it had paid the amount of £510.00 to the customer for the delays encountered but would not refund the costs of the carers.
- CCWater advised him on **XX** January 2022 that following prolonged communications with the company it had concluded that it could not take any further measures to have the company change its position and was thus closing his case.
- Continuing to be dissatisfied with the response of the company he has, on **XX** January 2022, referred the matter to the WATRS Scheme where he requests that the company be directed to refund the amount of £1,200.00 to cover the costs of paying carers whilst they could not work due to lack of water services at his daughter's residence.

### **The company's response is that:**

- It provided its response to the claim in its submission dated **XX** February 2022.
- It acknowledges that there was a leak in its water main that served the block of flats in question.
- Its records show that the leak was reported at 14:00 on **XX** February 2021 and repaired before 23:10 on **XX** February 2021. The company states that the main was shut for a total time of eight hours and forty minutes during the overall period, with no individual closure lasting more than two hours and fifty minutes.
- The block of flats had its water supply fully restored at 23:10 on **XX** February 2021 and at that time it would have assumed that the supply to the customer's flat had returned to normal.
- It acknowledges receiving calls from the carers that the flat was without water and that on **XX** February 2021 the customer contacted it to advise that the toilet at the flat was blocked. The company's states that a blocked internal toilet is not an issue it would normally attend to investigate.
- Similarly, although the water main was repaired at 23:10 on **XX** February 2021, further minor works were being undertaken around the main and thus the decision was taken not to send an engineer to the block to deal with a specific complaint on water supply.
- It understands that the customer subsequently identified that the outside stop valve [OSV] serving his flat had been closed and this was the cause of the lack of water in his flat. The company asserts that it was not responsible for closing the OSV as this is not its standard procedure when dealing with main pipe leaks, and it believes an unknown third-party may have closed the valve unbeknown to the company.

- It acknowledges that it should have sent an engineer to the property when first advised of the supply problem.
- In its e-mail to the customer dated **XX** August 2021 it acknowledged it provided a poor level of customer service, apologised, and confirmed it would refund expenses in the amount of £310.00 and make a goodwill payment of £200.00.
- In its e-mail to the customer dated **XX** August 2021 it confirmed that it was not responsible for the lack of water to his flat after **XX** February 2021 and was thus not liable to refund the carers' costs.

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

- On **XX** February 2022, 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 reiterates that he believes the company is liable to pay the costs of the carers. The customer states that he reserves his rights to start civil proceedings against the company to recover the costs.

**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.

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## How was this decision reached?

1. The dispute relates to the customer's dissatisfaction that the company is refusing to refund costs he incurred at the time of a leak in a water main that interrupted supply to his property. The company contends that it was not responsible for the lack of supply after it repaired the main.
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. I can see from the evidence provided that the parties agree that the water main serving the customer's block of flats experienced a leak to the pipe commencing at or around 14:00 on **XX** February 2021. The leak caused a disconnection of supply to the block.
4. The parties further agree that the company attended the leak promptly and the water supply to the block was restored later the same day.
5. The customer asserts that supply to his individual flat was not restored until **XX** February 2021 following his discovery that the OSV serving the flat had been closed.
6. The company acknowledges that the OSV is a company asset and thus is under its responsibility.
7. However, the company states it did not close the OSV as its standard operating procedure for the repair of a water main is to isolate only the main itself.
8. The company has recorded that the customer advised it that another flat in the block had a leak, and it opines that the occupants may have closed the valve.
9. I find that the evidence does not show that the company was responsible for closing the OSV.
10. I also accept that the parties agree that the customer and the carers of his daughter contacted the company on several occasions to complain of a lack of water supply and that the company advised it would send an engineer to investigate.
11. The company has accepted that it did not send an engineer because it understood the problem was related to the leak in the main and because it does not attend to toilet blockages inside properties. The company has accepted that it should have sent an engineer and subsequently apologised and reimbursed the customer with £310.00 for costs incurred and paid his daughter a goodwill gesture of £200.00.
12. I find the payments made by the company to be reasonable and proportionate to the harm done.

13. In his application to the WATRS Scheme the customer has requested that I direct the company to make an additional refund of costs, in the amount of £1,200.00 to cover the costs of his daughter's carers whilst they were unable to work in the flat.
14. However, I can see that the customer has not claimed the money on his own behalf but on behalf of a local authority that funds his daughter's care workers.
15. I find that the local authority is not a customer of the company in terms of Rule 2 of the WATRS Scheme and thus is not eligible to be considered for compensation.
16. I shall not direct the company to refund the carers' costs as claimed.
17. My conclusion on the main issues is that the company has not 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 24 February 2022.
- The company has, on 03 March 2022, confirmed receipt of the Preliminary Decision.
- The customer has, on 07 March 2022, submitted detailed comments on the Preliminary Decision.
- The customer has reiterated, in detail, the series of events that occurred regarding the lack of water supply to the flat of his daughter.
- The customer has not submitted any additional supporting documentation and as such I find the facts upon which the Preliminary Decision was made remain unchanged.
- Having read the response of the customer I am satisfied that no amendments are required to the Preliminary Decision.

#### **Outcome**

The company does not need to take further action.

## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
  - The customer must reply by 12 April 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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Member, CEDR Adjudication Panel.

## **Adjudicator**

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