

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X842

Date of Final Decision: 7 April 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The company needed to repair the sewer under the customer's driveway and said it would take fourteen days to complete. However, the work was delayed and took the company fourteen weeks and four days to finish. The customer service provided by the company was very poor, and this added to the stress and inconvenience caused by the delays. After the works were completed, the customer's gate would not shut and he had to buy a new part and repair it himself. The customer would like the company to pay £1,440.00 for the distress and inconvenience caused by the delays and poor customer service, and £50.00 towards the gate repair costs.

Response

The company's contractor carried out works on the sewer underneath the customer's driveway and discovered a collapsed sewer line that had to be repaired. This led to delays to the original timescales provided. The company accepts there were service failings and has offered the customer a goodwill gesture of £350.00 and a further £50.00 for the part purchased by the customer to repair his gate, but further liability is denied.

The company has not made an offer of settlement.

Findings

The evidence shows that on the balance of probabilities the company has failed to provide its service to the standard reasonably expected by the average customer, and I direct the company to pay the customer £450.00 in compensation for distress and inconvenience and a further £50.00 for repair costs.

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Outcome

I direct the company to pay the customer £450.00 for distress and inconvenience, and a further £50.00 for repair costs.

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ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X842

Date of Final Decision: 7 April 2022

Case Outline

The customer's complaint is that:

- The company's contractors attended his property to repair a collapsed sewer underneath his driveway and told him the work would take two weeks. In fact, the work was delayed on multiple occasions due to the company's incompetence and took fourteen weeks and four days to complete, which caused a great deal of disruption, inconvenience and stress. To make matters worse, the customer service provided by the company was very poor.
- On 6 April 2021, the 'Permission to Dig' contract was signed promising completion in fourteen days, but the company failed to even start the work within fourteen days.
- On 22 April 2021, he was told the work would begin on 14 May 2021, but it did not.
- On 24 May 2021, a camera survey confirmed the problems and, again, he was told the work would be completed within fourteen days.
- On 3 June 2021, the work commenced and he was told that no digging would be necessary and all the work would be done using a 'mole'.
- From 4 to 9 June 2021, the contractor worked on the repair but the mole jammed and a dig became necessary. Again, the company failed to finish this work when it promised it would do so.
- On 11 June 2021, the original blockage was still there and the company said a new dig was necessary to remedy it. In the evidence provided by the company, the company states that this was 'extra work', but this is inaccurate as the original problem had not been remedied.
- On 16 July 2021, fourteen weeks and four days after the work was due to start, the repair was finally finished.
- In the company's response it says that there were delays with the clean water team having to excavate an eight metre pipe. This is incorrect. There were no clean water activities at his property and the work the company refers to took place at a property across the road from his, when the company was replacing their water meter.
- He and his wife are retired and this situation was very stressful and inconvenient. The company agreed to pay compensation, but the amount offered was inadequate.

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- After the repair had been completed, he had to carry out work on his garden and drive to return them to their former condition, and his gate would not close due to the new position of the pipe. The company has acknowledged that he had to buy and fit a part and has offered a gesture of goodwill for the same value as the purchase. However, the company should have provided a further gesture of goodwill as he had to fit the part himself and it took two to three days to complete.
- He wants the company to pay compensation of £1,440.00 for time and inconvenience, and a further £50.00 towards his gate repair.

The company's response is that:

- Its contractor, (REDACTED), carried out works on the sewer underneath the customer's driveway. However, when (REDACTED) started to dig, further essential works were identified and a collapsed sewer line had to be repaired. This led to delays to the original timescales provided.
- If the further works to the collapsed sewer line had not been undertaken, further issues could have arisen in the future for both the customer and other customers, so the work was essential.
- It has acknowledged the service failings and agrees that the customer should have been kept updated more frequently and, in view of this, it has offered the customer a goodwill gesture of £350.00, and it has already provided a GSS payment of £25.00 for failing to respond within ten days to the customer's second written complaint. It has also offered to cover costs of £50.00 for work on the customer's gate.
- In view of the above, further liability 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

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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. As the adjudicator of this dispute, I can only find the company liable to pay the customer compensation if the evidence shows that the company has failed to provide its service to the standard reasonably expected by the average person, and the company's failing caused the customer to suffer distress and inconvenience and/or a financial loss. If I find that the company has failed to meet the expected standard of service and is liable to pay compensation, I will then consider how much compensation it is reasonable for the company to pay the customer.
2. The customer accepts that the company needed to carry out work on the sewer underneath his driveway, but his complaint is that the work was unreasonably delayed and took fourteen weeks and four days to complete. The customer explains that he and his wife are pensioners and the delay caused them both considerable disruption and inconvenience, not only because of the obvious upheaval caused by having the company's contractor working on their property for so long, but also because they had to spend much time and energy trying to contact the company to find out why the work was delayed and when it would be finished.
3. The company accepts that the work took longer than expected, but states that more extensive works were required than it originally planned for and this inevitably delayed the completion date. However, the company accepts that there were service failings and it could have done more to keep the customer updated and, to acknowledge this, it offered the customer £350.00 in compensation and a further £50.00 to pay for the part the customer purchased to repair his gate.
4. The evidence provided by the company states that on 3 June 2021 the manhole lid was replaced but a further works order for a reline was raised on 21 June 2021, and all the work was completed by 27 July 2021. However, the information provided does not explain exactly what work the company instructed the contractor to carry out initially, when it was scheduled for and how long it was expected to take, why it did not complete or start that work within the fourteen day timescale provided to the customer, exactly what other faults were discovered

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when the initial work was being done, what extra work was required to remedy them, how long this extra work should have taken, or why the work was not finished until 27 July 2021.

5. Without a full and clear explanation of the reasons why the work took so long, I am unable to accept on the balance of probabilities that the delays were inevitable. It therefore follows that I find that the company has failed to provide its service to the standard reasonably expected by the average person. Further, as the company accepts that it could have done more to keep the customer updated, I also find that the company's service fell below the expected standard in this regard. In view of this, and the fact that I fully accept that the delay and poor customer service caused the customer to suffer distress and inconvenience, I accept that the company should pay compensation to the customer.
6. Having reviewed the WATRS Guide to Compensation for Inconvenience and Distress, I find that the customer's claim falls into the upper range of the 'Tier 2' category on the award scale due to the level of stress and inconvenience caused to the customer and his wife by having on-going works at their property for so long, the lack of clear communication from the company about the reasons for the delay, the time and effort the customer spent engaging with the company to resolve and understand it, and the time the customer spent repairing his gate. In view of this, I direct the company to pay the customer £450.00. I understand that this is less than the customer was hoping for and he may be disappointed, however, I find this a reasonable amount of compensation for the level of distress and inconvenience the evidence shows the customer suffered as a result of the company's failings.
7. The evidence shows that the customer was unable to shut his gate after the work had been completed, and the company agreed to pay £50.00 for the part the customer purchased for the repair. I have already considered the time the customer spent on the repair in the award I have made for distress and inconvenience, but I agree that the company should also cover the cost of the part the customer purchased. Therefore, I direct the company to pay the customer a further £50.00.
8. Following the preliminary decision, the customer made some comments reiterating his belief that the "more extensive works" the company states were required were due to the company's incompetence and poor service, and that lining the pipe was identified as being part of the job on 3 June 2021 but was not addressed by the company until 15 and 16 July 2021. I reassure the customer that I have considered his viewpoint, and fully accept that the situation caused a great deal of distress and inconvenience, but I am satisfied that the level of compensation I

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have awarded is fair and reasonable in the circumstances. In view of this, my decision remains unchanged.

Outcome

I direct the company to pay the customer £450.00 for distress and inconvenience, and a further £50.00 for repair costs.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 21 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.

K S Wilks

Katharine Wilks

Adjudicator

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