

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X009

Date of Final Decision: 25 July 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer claims that the company damaged his garden and failed to reinstate the concrete while addressing a suspected leak within his boundary. Once the customer raised this issue, the company provided poor customer service. The customer is seeking the company to pay compensation of £268.00 to restore his garden to its previous state of repair, £117.60 for lost wages and the time used to repair the damage and £1,000.00 for inconvenience and distress.

Response

The company accepts that it did not arrive to carry out the concreting when it said it would, and the customer has received the regulatory payment for this. Furthermore, the company has compensated the customer for his alleged loss of wages, cement, and any poor service. Concerning the alleged damage to the customer's garden, he will need to complete and send the company a claim form with all photographs and dated evidence for this loss. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows that the company did not provide its services to the customer to the standard to be reasonably expected concerning the customer's garden. However, I find that the customer has been adequately compensated for this aspect of his claim. Concerning customer service, the evidence shows no other failings for which the customer has not been already adequately compensated.

Outcome

The company needs to take no further action.

The customer has until 22 August 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company damaged his garden and failed to reinstate the concrete while addressing a suspected leak within his boundary.
- Once the customer raised this issue, the company provided poor customer service.
- The customer is seeking the company to pay compensation of £268.00 to restore his garden to its previous state of repair, £117.60 for lost wages and the time taken to repair the damage and £1,000.00 for inconvenience and distress.

The company's response is that:

- It accepts that it did not arrive to carry out the concreting when it said it would, and the customer has received the regulatory payment for this.
- Furthermore, the company has compensated the customer for his alleged loss of wages, cement, and any poor service received.
- Concerning the alleged damage to the customer's garden, he will need to complete and send the company a claim form with all photographs and dated evidence for this loss.
- The company has not made any further offers of settlement.

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 another disadvantage as a result of a failure by the company.

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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 centres on whether the company damaged and failed to reinstate the customer's garden while investigating a suspected leak within the boundary of the customer's property.
2. The company must meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.
3. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to investigate thoroughly if the company's assets are to blame and, if repairs are required, make such repairs to prevent further leaks.
4. From the evidence put forward by the customer and the company, I understand that on 1 April 2021, the company suspected a leak on a shared supply in the vicinity of the customer's property. A letter was sent to the customer and his surrounding neighbours concerning the suspected leak and the need for a repair. Following contact from the surrounding neighbours and the company issuing Section 75 letters, the company agreed to attend to the customer's property on 28 September 2021 to investigate a leak.
5. On 28 September 2021, the company attended the property and found that the customer's property was not on the shared supply, and no further investigations were required at the customer's property. The company left the property the same day without reinstating the garden to its original condition.
6. Shortly after the company left the property, the customer contacted the company to complain about the state the property was left in. I understand that the company advised the customer that it would return in three to five days to make good any damage as time was required to wait for the hardcore to settle before concreting. 30 September 2021 was organised as the date the company

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would reattend the property to finish the garden reinstatement. However, I understand that the company did not reattend the property on this date.

7. Between 1 and 5 October 2021, the company made various attempts to contact the customer to reorganise a date to reinstate the garden. However, to no avail. On 20 October 2021, the customer contacted the company to advise that he had undertaken the repairs to the property himself, and he wished the company to reimburse his costs and time lost.
8. Between 29 October 2021 and 19 April 2022, various discussions occurred between the customer and the company relating to the costs of reinstating his garden and whether the company was responsible. The customer remained unhappy with the company's responses and unwillingness to pay for all the costs to reinstate his garden and progressed the dispute to CCWater in April 2022 to resolve. However, the evidence shows that CCWater could not resolve the issues with his garden to his satisfaction. The company's final position was that its repairs to the footpath caused no damage to the customer's driveway. The customer remained unhappy with the company's final position, and on 19 May 2022, the WATRS adjudication process commenced.
9. Concerning whether the company damaged the customer's garden and then failed to reinstate the concrete whilst investigating a leak within the boundaries of the customer's property, after careful analysis of the correspondence, photographs, and other evidence, I find that once the garden and reinstatement issue was raised, the company did not investigate the issue as best it could and did not repair the damage in a reasonable time. This led the customer to make the repairs himself.
10. The company accepts that it did not arrive to carry out the concreting when it said it would, and the evidence shows that the customer has received payment for this and the company has also compensated the customer for his alleged loss of wages, cement and for any poor service received.
11. Concerning the above, I find there are grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the customer's garden and reinstatement. However, I find that the customer has been adequately compensated for this aspect of his claim, and accordingly, I find no further sums are due for this aspect of the customer's claim.

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12. I note the customer's comments concerning the further damage to his garden. The evidence shows that the company has not received any claim form or photographic evidence that the garden has been further damaged outside the failure by the company to reinstate the concrete, and the customer has suffered a financial loss to put it right. I note that the company has said that if the customer has dated photographs showing how his garden has been ruined and he has receipts showing expenditure, then the customer should complete and return the claim form sent to him, and the company will investigate further. Considering the lack of evidence for this part of the customer's claim, I find the company's response reasonable and that the customer has not proven this aspect of his claim. Nonetheless, the company has provided a further avenue if the customer wishes to provide the completed form with additional photographic evidence.
13. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it could not consider any further redress and the new damage to the garage. The evidence shows that, where appropriate, the company made payments totalling £110.00. Accordingly, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.
14. The customer and company have made various comments on the preliminary decision, with the customer's comments directed to the lack of communications from the company and the fact that they did not fill in the hole in his garden immediately on completion of the works. Having carefully considered each aspect of the customer's comments in conjunction with the company's comments and on a further review of all the evidence, I find that they do not change my findings, which remain unaltered from the preliminary decision.
15. Considering the above, I find the evidence does prove that the company failed to provide its services to the standard to be reasonably expected by the average person concerning whether the company damaged and failed to reinstate the customer's garden while investigating a suspected leak within the boundary of the customer's property. However, I find that the customer has been adequately compensated for this aspect of his claim. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

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Outcome

The company needs to take no further action.

What happens next?

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



Mark Ledger FCI Arb
Adjudicator

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