

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X020

Date of Final Decision: 19 July 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer says the company refused to complete repairs to his property, resulting in his incurring costs instructing a solicitor. The company then completed the repairs, but refused to refund these costs. He seeks that the company apologise, pay £1200.00 to reimburse his legal costs and pay £200.00 for distress and inconvenience.

Response

The company says it carried out repair works, but the customer denied these were complete. It referred him to CCWater; he did not have to instruct a solicitor. It later completed the works. It apologises, but it should not have to pay the customer's legal costs.

Findings

The evidence shows the company did not provide its services to the standard to be reasonably expected.

Outcome

The company should provide the customer with a written apology and pay him £200.00 for distress and inconvenience.

The customer must reply by 16 August 2022 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/X020

Date of Final Decision: 11 July 2022

Case Outline

The customer's complaint is that:

- The company caused damage to his garden and kerbstone. It agreed to rectify this, but later insisted it had completed the repair works although it had not.
- He corresponded with the company to no avail and so instructed a solicitor who wrote to the company.
- The company then completed the repairs; however, it refused to reimburse the legal costs he incurred, only offering £200.00 as a goodwill gesture.
- He seeks that the company provide an apology; pay him £1200.00 to reimburse his legal costs and pay him £200.00 for distress and inconvenience.
- The customer has not commented on a preliminary decision.

The company's response is that:

- The customer reported damage to his property in January 2021.
- In March 2021 it agreed to repair this and in July 2021 it confirmed it had completed the repair.
- The customer said the work was not completed; however, it maintained that it was and referred him to CCWater.
- In September 2021 the customer's solicitor wrote to it, seeking it complete the repairs.
- In November 2021 it completed the work.
- It refused to pay the customer's legal costs because he chose to incur this cost himself and because it had advised him to contact CCWater.
- It apologises again for the way it handled the customer's complaint. However, it denies it is liable to pay compensation.
- The company has not commented on a preliminary decision.

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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 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. It is not in dispute that in July 2021 the company confirmed it had completed repair works at the customer's property. The customer disputed this and the company referred him to CCwater and said it would not correspond with him further.
2. The customer has provided copies of correspondence to show he wrote to the company three further times to resolve the matter although he received no response. The company has not commented on this in its defence, though I note it had already warned the customer it would not correspond with him further.
3. In September the customer's solicitor wrote to the company. It is not in dispute that the company did then carry out further repair works. I therefore accept these were not completed as it had

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previously stated. The evidence therefore shows the company failed to provide its services to the standard to be reasonably expected.

4. The company has provided an apology within its defence; however, I consider it should write to the customer directly to apologise for incorrectly stating it had completed the works.
5. I also find that the customer suffered avoidable distress and inconvenience because of the company's failure to repair the damage in good time and without dispute. Taking into account the WATRS compensation guide, I think these were moderate failings warranting a Tier 1 or Tier 2 payment for distress and inconvenience. I therefore find it fair and reasonable to direct the company to pay compensation to the customer in the sum of £200.00 for distress and inconvenience.
6. As to the claim to reimburse the customer's solicitor's costs, I must consider whether the customer incurred this cost as a direct result of the company's failing. I have taken into account that the company referred the customer to CCWater who would have tried to resolve the issue at no cost. Further, that the customer may have sought free legal advice from a charity such as Citizens Advice. Bearing these points in mind I consider the customer could have avoided incurring legal costs and that they did not arise directly due to the company's failing. I therefore find the customer's claim for the company to reimburse him does not succeed.

Outcome

The company should provide the customer with a written apology and pay him £200.00 for distress and inconvenience.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 16 August 2022 to accept or reject this decision.

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- If you choose to accept this decision, the company will have to do what I have directed within **20** working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)
Adjudicator

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