

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT-X965

Date of Decision: 18 June 2022

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding its reinstatement of a paved area outside his house. The customer asserts that the company excavated through his block paved driveway to install a meter, but the reinstatement was of very poor quality. The customer says because the company has not left the excavated area in the same condition as the remainder of the area then it should replace the entire paved area. The customer claims that despite ongoing discussions with the company the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to return the whole paved area to its original condition.

Response

The company says it has made numerous attempts to have the reinstated area match the remainder of the blockwork, but the age of the blocks means they are well weathered and new blocks will be of a different colour. The company has proposed a plan to the customer that he identify blocks to his satisfaction, and it will procure and lay them for free. The company has not made an offer of settlement to the customer and confirms that it will not re-lay the entire paved area.

Findings

I find that the evidence does not support the customer's claim to have the entire paved area replaced by the company. I find that the evidence shows the company has made reasonable efforts to return the worked area to its original state, but I accept that the age of the blocks precludes a complete colour match with new blocks. Overall, I find that the company has provided its services to a reasonable level and has managed 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 15 July 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 metering and wastewater services problems on his account. Despite the customer's recent communications with the company the dispute has not been settled.
- On 15 September 2021 the company installed a meter at his property.
- The area to the front of his property is block paved.
- In order to install the meter the company's sub-contractor excavated through a section of the paving and upon completion made good the disturbed paved area.
- He was not happy with the quality of the reinstatement works as it left a large area of paving uneven and covered in concrete stains.
- On 18 September 2021 he submitted a written complaint to the company.
- On 21 September 2021 the sub-contractor returned to the property and jet-washed the stained area, but was not able to remove the concrete stains.
- On 26 September 2021 he identified that the meter was leaking, and water was visible on the paving. The customer says after a second visit on 05 October 2021 the company repaired the meter and stopped the leak.
- However, the company had again left the paved area in a very poor condition and he complained again to the company. The customer notes that the sub-contractor re-laid the damaged area with new blocks on 08 October 2021.
- The new blocks did not look acceptable because they did not blend in with the existing weathered blocks. The customer says he agreed with the company to leave the new area to settle and hopefully darken in colour.
- On 11 November 2021 he contacted the company and informed it that he was not happy with the condition of the re-laid area and requested that the entire paved area be

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replaced such that all of it was of the same colour. The customer says that on 04 January 2022 the company stated that it would not consider replacing the entire paved area.

- On 08 February 2022 the company replaced the ill-coloured blocks with aged blocks it had secured from a new source. The customer says although the replacement blocks were an improvement he remained unhappy and requested again that the whole of the paved area be replaced. The customer says that the company repeated its unwillingness to do this.
- Believing the company had not properly addressed his concerns he escalated his complaint to CCWater.
- On 03 March 2022 and 05 May 2022 CCWater informed him that it could not assist him because it regarded his issue as an insurance matter. CCWater also informed him that it could not take any further action to have the company change its position and was therefore closing his complaint.
- The customer remains dissatisfied with the response of the company and has, on 06 May 2022, referred the matter to the WATRS Scheme where he requests that the company be directed to reinstate the driveway to its original condition.

The company's response is that:

- It provided its response to the claim in its submission dated 20 May 2022.
- It confirms that it installed a meter at the customer's property on 15 September 2021.
- It acknowledges the poor quality of the reinstatement works following the completion of the installation. It also accepts that the reinstated paving blocks were damaged by cement staining.
- It notes that jet-washing did not remove the concrete stains.
- It further acknowledges that the customer remained unhappy after the rehabilitation works using new blocks.

- It offered to refund the customer, up to a £200.00 ceiling, if she wished to source replacement blocks herself, and it confirmed that it would re-lay the blocks free of charge. The company notes the customer rejected the proposal.
- It sourced reclaimed blocks and re-laid the damaged area for a second time.
- It is required to return worked areas as close as possible to the state that they were in before it commenced works.
- It believes that because of the age of the paved area, and its findings from searching for reclaimed blocks, that an exact match to the original colour is not possible.
- It has kept the customer regularly informed since receiving his first complaint in September 2021.
- In summary, it states that it does not believe it is liable to replace the entire paved area.

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

- On 23 May 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 wishes to have the whole paved area returned to the state it was in prior to the company installing the meter.

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

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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 relates to the customer's dissatisfaction that the company has not left the paved area outside his house in the same condition that it found it prior to installing a meter.
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 that the parties agree that the company installed a meter at the customer's dwelling on 15 September 2021.
4. The parties further agree that the company's sub-contractor had to remove a section of the brick paved area to allow for the installation.
5. I can also see that the parties agree that the re-laying of the removed blocks was not completed to an acceptable standard and quality. From photographs submitted by the customer I take note of severe concrete staining to the blocks.
6. It seems to me that the company made several attempts to rectify the problem:
 - The sub-contractor jet-washed the stained area, but without success.
 - The stained blocks were replaced with new blocks.
 - Aged blocks were sourced from a reclaimers yard.
 - The customer was invited to source his own blocks and the company agreed to subsidise the cost and lay them without charge.
7. I can see that the customer is not satisfied with any of these attempted solutions.

8. However, I take note that the company has stated that it is unable to procure blocks with the exact same colour as the existing blocks because of the weathering and ageing of the blocks that have been in-situ for a number of years.
9. I also take into consideration that the customer has declined the offer from the company to fund the purchase and laying of blocks of his own choice.
10. I am aware that the company is obliged to reinstate worked areas to a standard as close as possible to that prior to works commencing.
11. I find that the evidence supports that the company has made reasonable efforts to comply with this obligation.
12. I am not provided with the dimensions of the complete paved area or of the stained area. However, from photographs submitted by the customer, I can see that the stained area comprises a quite small portion of the overall paved area.
13. I thus further find that the evidence establishes that to have the company re-lay the entire paved area is disproportionate to the harm done overall.
14. In his application to the WATRS Scheme the customer requests the adjudicator direct the company to relay the entire paved area. I do not find this reasonable.
15. In summary, I find that the company has made reasonable efforts to return the excavated area of paving blocks to its original condition. I am satisfied that it cannot procure replacement blocks to the exact same colour as the existing weathered blocks, and I find it a disproportionate remedy to have the company replace the entire paved area.
16. My conclusion on the main issues is that the company has provided its services to the standard to be reasonably expected by the average person in respect of its response to the customer's complaint.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 06 June 2022.
- The customer has, on 12 June 2022, submitted comments on the Preliminary Decision.
- The customer states she is not happy with the Preliminary Decision.

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- No new evidence is submitted. I am thus satisfied that the facts upon which the Preliminary Decision was based 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 15 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.



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Member, CI Arb Business Arbitration Panel.
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
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Adjudicator

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