

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-5072

Date of Final Decision: 29 August 2022

Party Details

Customer:

Company:

Complaint

The customer's complaint is about the poor customer service she received from the company when she asked it to find and resolve an odour that had been present since the company replaced a gully in 2021. The company discovered that the odour was escaping from the gully as it had not fitted a trap. The company missed three appointments, did not keep the customer informed, did not complete the work in an acceptable timescale, and provided generally poor service. The company offered the customer £50.00 as a gesture of goodwill, but the customer wants the company to increase this offer and provide an apology in view of the level of distress and inconvenience it caused.

Response

On 7 April 2022, the customer reported an odour at her property and asked the company to investigate. On 8 April 2022, the company attended the customer's property and determined that a new gully with a trap was needed to remedy the problem. On 7 May 2022, the company started the work, and it was finished on 10 May 2022. The company feels that its goodwill offer of £50.00 is sufficient as the works were unavoidably delayed and the customer was kept fully updated throughout.

The company has not made an offer of settlement.

Findings

I accept that the company failed to provide its service to the standard reasonably expected by the average person by failing to inform the customer that it was unable to attend scheduled appointments. I also accept that the company's failings caused the customer to suffer inconvenience and distress.

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.

Therefore, the customer's claim succeeds and I direct the company to pay the customer £200.00 in compensation and provide her with a written apology.

Outcome

I direct the company to pay the customer £200.00 in compensation. I also direct the company to provide the customer with a written apology for the distress and inconvenience caused by its failure to inform her that it was unable to attend scheduled appointments.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-5072

Date of Final Decision: 29 August 2022

Case Outline

The customer's complaint is that:

- Her complaint is about the poor customer service she received from the company when she asked it to find and resolve an odour that had been present since the company fitted a straight pipe from the sewer to ground level in 2021.
- She initially thought the odour was coming from the bins, but when the weather got better and she began to spend time in her garden, she realised the odour was coming from the new pipework. In April 2022, she asked the company to find and remedy the cause.
- On 8 April 2022, a technician attended and said that a trap should have been fitted on a gully during the original works and, because it had not been, the odour was able to escape. The job was not complex and just involved digging two feet down, and changing a small length of straight pipe for a pipe with a trap. She was told the work would take seven to ten days.
- A month later and after several missed appointments, a technician attended and said he had got the wrong part and needed to buy a trap. The company told CCW that work started on this day but this is incorrect; the technician was present for approximately three minutes and left without doing anything.
- She called the company when the technician left and was told that the job notes stated that a trap was needed. She could not understand why the technician failed to bring a trap when he knew one was needed, and was frustrated because it was the third time she had waited at home for the company to attend and carry out the work.
- The work was finally completed on the fifth appointment arranged by the company and she is happy with the work. However, she is unhappy about the poor customer service she received from the company; the company failed to attend three appointments, it failed to inform her that it would not attend on all three occasions, it has not been honest about only visiting once before completing the work, it states that a supervisor visited but she has no knowledge of this and did not provide access, it incorrectly says it started the work on the technician's first visit, it suggests that her Indian stone patio caused the work to take longer than usual but the work was nowhere

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.

near the patio, it says the engineer spoke to her when the work was complete but she was not at home, and it gave her a misleading timescale for completion of the work.

- The poor service caused considerable inconvenience and upset. Each time the company failed to attend she waited until 10 p.m. and had to get up at 5 a.m. for work. Also, the company rescheduled the work without notice on a day she was due to visit her father in his care home. Visits were very precious at that time as they were restricted due to Covid-19, so this was very difficult for her. She also spent much time phoning and texting the company for updates, which was very stressful as her father was unwell.
- The company offered her a £50.00 gesture of goodwill, but she refused because it is inadequate for the level of inconvenience and distress she has suffered.
- In view of the above, she would like the company to increase its gesture of goodwill and apologise for the poor customer service, not attending appointments, and not keeping her informed.

The company's response is that:

- The customer made a complaint in 2020 regarding restricted toilet usage and odours at her property. This complaint was referred to CCW and WATRS in June 2021 and was settled in full. At that time, it believed that all the necessary repairs were complete and the issues experienced by the customer were resolved.
- On 7 April 2022, the customer reported that she was experiencing an issue with odours again and asked it to attend and investigate. Due to the length of time between the previous issue being resolved and the new contact, it treated this as a new issue.
- On 8 April 2022, it attended the customer's property and determined that a new gully with a trap was required to prevent the odours from escaping.
- It advised CCW that they were due to start work on 6 May 2022; however, the team were re-routed to an emergency, but they returned to start work on 7 May 2022.
- The technician that attended to carry out the work on 7 May 2022 found that the gully was made from plastic and not clay, which had not been previously indicated. He carried out the work he was equipped to do and arranged to return with a plastic gully to complete the work. The work was completed on 10 May 2022.
- It aims to resolve odour issues within a month of them being reported and, in this case, the trap was installed within 32 days. It was unable to complete the works earlier due to higher priority jobs being allocated to the team. However, throughout the 32 days, the customer was kept updated via calls, texts and emails, as can be seen by the timeline provided in evidence.

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.

- It also had to accommodate the issue of the extra care and attention needed in this case due to the customer's concerns about damage being caused to her Indian stone patio. This added to the delay as further assessments had to be made.
- Had the customer complained about odours following completion of the work in 2021, it would have investigated the issue sooner.
- It did not fit a trap when it replaced the pipe in 2021 as the original pipe did not have one.
- It feels that the goodwill offer of £50.00 made to the customer is sufficient as the works were unavoidably delayed but the customer was kept fully updated throughout.

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. The customer's complaint is that when the company replaced a gully at her property in 2021, it failed to fit a trap to contain the odour from the sewage and when she raised the issue with the company in April 2022, the company provided poor customer service that caused delays, inconvenience and distress at a difficult time for her. The customer says that the company's goodwill offer of £50.00 is inadequate and she would like it increased. The customer would also like the company to apologise.

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.

2. The company accepts that there were some unavoidable delays due to emergency works elsewhere, and their technician attended on 7 May 2022 and was unable to complete the job. However, the company says that the customer was kept fully informed throughout and it has offered the customer a goodwill gesture of £50.00 for the inconvenience she suffered as a result of the delays.
3. Before I begin my adjudication, I must address an issue raised by the customer's request for an increased gesture of goodwill from the company. I am unable to direct the company to increase its gesture of goodwill, but I am able to direct the company to pay the customer compensation for inconvenience and distress 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/or inconvenience. Therefore, I find it reasonable to interpret the customer's claim as being for an unspecified sum of compensation for inconvenience and distress.
4. As above, the customer's claim can only succeed if the evidence shows that the company has failed to provide its service to the expected standard and this failing caused the customer distress and/or inconvenience. Many issues are raised in the customer's complaint but, essentially, I find that the complaint is that the company failed to provide its service to the expected standard by not completing the works to the expected standard in 2021, not attending several scheduled appointments following her report on an odour in April 2022, not informing her that it could not attend the missed appointments, not bringing the correct equipment to complete the job when it attended on 7 May 2022, not completing the work in the predicted timeframe, and not recording the events accurately.
5. Having reviewed the evidence provided by the parties, particularly the notes from CCW and the timeline provided by the company, I find no evidence that the work completed by the company in 2021 failed to meet the expected standard. This is because I accept that, on the balance of probabilities, the gully was replaced on a like-for-like basis and the original gully did not have a trap. I also find no evidence that the technician that attended on 7 May 2022 failed to carry out his work to the expected standard as the company's explanation about the technician's inability to complete the work on that day is reasonable. Further, the evidence shows no failing on the part of the company in regard to the way its internal notes have been recorded, and the evidence does not allow me to conclude on the balance of probabilities that the customer was given a definite timescale of 7 to 10 days for the completion of the work.

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.

6. However, the evidence does persuade me that the company missed several scheduled appointments and, although I do not find that this amounts to a failing in itself as water companies often need to reschedule appointments to deal with emergencies, I find that the company did not give the customer notice that it was unable to attend.
7. The reason I have come to this conclusion is that the timeline provided by the company demonstrates that on 4 May 2022 the customer was told that the company would attend on 6 May 2022, on 7 May 2022 the customer telephoned to complain that the company had not attended the day before, the company attended on 7 May 2022 but did not complete the work, the customer was then told that the company would attend on 9 May 2022, the customer called the company at 17.57 on 9 May 2022 to complain that the company had not attended, the job was completed on 10 May 2022, and the customer contacted the company on 12 May 2022 to ask when the company would complete the work as she was unaware that it had already been done. The timeline does not include any evidence of the company contacting the company to cancel scheduled appointments.
8. In view of the above, I find that the company failed to provide its service to the standard reasonably expected by the average person by not communicating with the customer about the delays. Therefore, I must consider whether this failing caused the customer to suffer distress and/or inconvenience.
9. I accept that when a company does not inform a customer that an appointment will be missed this causes inconvenience, especially when a customer has missed work to be at home. In this case, the customer has also explained that she was experiencing very difficult personal circumstances at the time the appointments were missed as her father was unwell. The delays caused the customer to miss a visit with her father and I appreciate that this would have been particularly upsetting in light of the Covid-19 restrictions that were in place at the time. Therefore, I am satisfied that the company's failure to meet the expected standards of service caused the customer inconvenience and distress, and I find it appropriate for the company to pay the customer compensation and issue her with an apology.
10. Having reviewed the WATRS Guide to Compensation for Inconvenience and Distress, I find that the customer's claim falls within the 'Tier 2' category on the award scale due to the level of

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.

stress and inconvenience caused to the customer by the company's failings. In view of this, I direct the company to pay the customer £200.00. I also direct the company to provide a written apology to the customer.

11. Following the preliminary decision, the customer provided some further information about the works carried out by the company in 2021, which, if correct, explains why there was an odour after the completion of the works but not before, and I thank the customer for this information. Having reviewed my decision, I am satisfied that I have considered all the relevant evidence and my decision remains unchanged.

Outcome

I direct the company to pay the customer £200.00 in compensation. I also direct the company to provide the customer with a written apology for the distress and inconvenience caused by its failure to inform her that it was unable to attend scheduled appointments.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 12 September 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

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.