

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X110

Date of Decision: 20 September 2022

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding its performance whilst installing a new water supply connection to his house. The customer contends that the quality of work was so poor that he found it necessary to take time off work to monitor the performance of the construction crew, and he maintains that but for his monitoring the work would not have complied with the company's specifications. The customer thus believes he should receive a partial refund of the costs of the works. The customer claims that despite ongoing discussions with the company, and the involvement of CCWater, the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to pay him compensation in the amount of £1,000.00.

Response

The company states that it has fully provided the service that the customer requested and paid for. The company confirms that any subsequent problems with the new pipe will be remedied by it at its own expense. The company has not made a formal offer of settlement to the customer and declines to pay compensation as requested.

Findings

The claim does not succeed. The evidence does not establish that the company has failed to provide the product purchased by the customer. I am further satisfied with the company's commitment to remedy any possible future defect at its own expense. I do not find that the evidence supports the customer's claim for compensation. I find that the evidence shows that the company did provide 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 any further action.

The customer must reply by 18 October 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 development and/or new services.
- In August 2018 he applied to the company for assistance under its lead replacement scheme, but his application was not approved.
- He opted instead to have a new connection installed and after paying the company in advance for the connection, works were scheduled to commence on 06 December 2021.
- The company appointed a sub-contractor that did not commence work until 09 December 2021.
- He inspected the initial excavation and found it to be too shallow at a depth of 400mm, and requested the sub-contractor to increase the depth. The customer contends that the sub-contractor refused his request.
- He subsequently complained to the company that in turn directed its sub-contractor to duct and insulate the pipe if the required 750mm depth could not be achieved because of obstructions from other services.
- The ducting and insulating were not done correctly before the sub-contractor backfilled the trench, and following his further complaints the sub-contractor dug out the backfill and replaced the pipes and the first phase of the works was finally completed on 18 December 2021.
- No contact was received from the company or its sub-contractor and no work to the second phase had commenced, and he was compelled on 10 January 2022 to contact the company again.
- Finally, on 14 January 2022 the sub-contractor recommenced working and the road was finally reinstated on 19 January 2022.
- He believes the works were straightforward and uncomplicated and should have been completed within three days and not taken from 06 December 2021 to 19 January 2022 to complete.
- He took a considerable amount of time off from his employment to monitor the sub-contractor's activities and believes that without his interventions the works would not have been properly

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undertaken. As a result, the customer believes he should receive compensation from the company and requested that 25% of the fee he paid should be refunded to him because of the poor customer service requiring him to take time off from his employment. The company declined his request for compensation.

- Believing the company had not properly addressed his concerns he, on 06 April 2022, escalated his complaint to CCWater. The records show that CCWater contacted the company on 07 April 2022 with a pre-investigation letter requesting its explanation of events.
- The company responded on 11 April 2022 and denied any liability to pay compensation.
- On 01 June 2022, CCWater had concluded that the company had submitted a reasonable response and CCWater stated that it could not take any further measures to have the company change its position and was thus closing his case.
- Continuing to be dissatisfied with the response of the company he has, on 08 August 2022, referred the matter to the WATRS Scheme where he requests that the company be directed to pay compensation in the sum of £1,000.00 being 25% of the amount he paid the company to install the new connection to his property.

The company's response is that:

- It provided its response to the claim in its submission submitted on 25 August 2022.
- It acknowledges that the customer applied to it in August 2018 under its lead replacement policy and that the application was not approved.
- It confirms that the customer requested for a new connection to be installed to his property and in September 2018 it issued an estimated cost for the work and charged the customer the amount of £155.60 for preparing the estimate.
- The estimate was valid for a twelve-month period but in August 2021 the customer requested a revised estimate that was issued on 16 September 2021.
- It acknowledges the original works commencement date of 06 December 2021 was delayed until 09 December 2021 and that it received a complaint from the customer that the sub-contractor undertaking the works had not excavated to the required depth due to the existence of a gas supply pipe.
- It sent a senior inspector to examine the works and the sub-contractor was instructed to revisit its works to make corrections and it did so on 17 December 2021.

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- It confirms that the project was fully completed on 14 January 2022.
- It confirms that it offered to refund the customer his survey fee of £155.60 and it notes that the customer has not suffered any financial loss.
- If the customer had not flagged up issues during the early stages of the work, then any subsequent pipe failures would anyway be repaired by the company at its cost.
- It has fully completed the works requested and paid for by the customer.

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

- Also on 25 August 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 denies that there was an existing gas supply pipe in the excavated trench that prevented the sub-contractor from excavating down to the full required depth. The customer repeats his belief that had he not taken time off from his employment to monitor the work it would not have been carried out correctly and in accordance with the company's own specifications.

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 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.

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How was this decision reached?

1. The dispute relates to the customer's dissatisfaction that the company has failed to carry out the installation of a new pipe connection to a satisfactory standard and thus required that he take time off from his employment to monitor the installation works.
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 customer, in August 2021, requested that the company provide him with a quotation for it to install a new water supply connection to his dwelling.
4. The parties further agree that the company provided the requested quotation on 16 September 2021 and after acceptance and payment by the customer an initial works commencement date of 06 December 2021 was confirmed.
5. The parties are also in agreement that works on site did not commence until 09 December 2021.
6. I can see that the customer was present during the initial phase of the works and raised issues that the company's sub-contractor, retained to do the work, was not carrying out the activities in compliance with the company's specifications.
7. The customer made complaints in respect of the bottom of the excavation being at a depth of 400mm rather than 750mm, that the pipe was not insulated fully and correctly, the incorrect use of post-mix concrete, and a failure to use pipe inserts.
8. I am not provided with a copy of the quotation raised by the company nor with a copy of the applicable company specifications to be utilised.
9. The company states that its sub-contractor could not excavate deeper than 400mm because of the presence of an existing gas supply pipe. I see that the customer refutes the presence of the gas pipe, but I note that neither party has submitted evidence to support their positions. On the basis that no evidence is submitted I am unable to understand the actual situation in respect of a gas supply pipe.
10. It seems to me that the customer requested and paid for the company to install a new water supply connection to his property. The parties agree that the installation was completed on 16 January 2022. The customer has not complained that the new connection does not function and thus I am satisfied that the customer has received the product he purchased.

11. Similarly, the company states that it undertook the work without the customer losing service at any time and it notes that its agents were periodically on site during the works.
12. It seems to me the company is satisfied that the final product complies with its specifications and is thus fit for purpose and no subsequent issues have been reported to date.
13. I take into consideration the company's statement that any possible future problems with the connection will be repaired by the company at its own expense. I can see that the customer has disputed that the company would abide by this statement, but I am assured by the fact that the company has a statutory obligation to provide and maintain water supply systems.
14. The customer has requested that the company be directed to refund 25% of the quoted fee in the sum of £1,000.00.
15. The customer has stated that if he was not present at the site of the works and did not monitor the work of the sub-contractor then the job would not have been done correctly. The customer does not provide any evidence that he is qualified in any way to supervise such works and I note that he did not retain independent third-party experts to monitor or investigate the works on his behalf.
16. The company has provided the product purchased by the customer and is satisfied that the works were completed satisfactorily. The company further confirms that it is responsible to repair any subsequent malfunction in the new connection.
17. I am not persuaded that the evidence establishes that it was necessary for the customer to take time from his employment to monitor the works. The responsibility for ensuring the works were done in compliance with the company's specifications did not rest with the customer. Thus, I am satisfied that the decision to take time off from his employment was a personal choice of the customer and I see no prior agreement with the company that it would compensate him for days when he was not at work.
18. Thus, I find that the claim for compensation does not succeed, and I shall not direct the company to pay such compensation.
19. 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.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 09 September 2022.

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- The customer has, also on 09 September 2022, submitted comments on the Preliminary Decision.
- The customer reiterated his previous position that without his intervention the company would not have completed the works to the required standard.
- The customer does not submit any new evidence and thus I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 18 October 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.



Peter R Sansom
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Member, London Court of International Arbitration.
Member, CI Arb Business Arbitration Panel.
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.
Member, CEDR Arbitration Panel.
Member, CEDR Adjudication Panel.

Adjudicator

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