

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X158

Date of Final Decision: 19 October 2022

Party Details

Customer:

Company:

Complaint

The customer says the company managed works outside his property poorly, causing him unnecessary noise and disruption, including blocking access to his driveway. He seeks compensation in the sum of £500.00.

Response

The company says its works did not block the customer's driveway. It apologised for the lack of notice and for works going on into the evening on two occasions and offered a £50.00 goodwill gesture. But it denies the claim.

Findings

The evidence shows the company provided its services to the standard to be reasonably expected.

Outcome

The company does not need to take any action.

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

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Case Outline

The customer's complaint is that:

- The company carried out works on the road outside his property.
- He complained to the company because the works began without warning; the area was coned off the night prior to works starting; temporary traffic lights blocked access to his driveway; the work was not completed as quickly as possible; he was disturbed by the noise; and, the company did not reinstate the road to an acceptable degree.
- He claims compensation of £500.00 for distress and inconvenience.
- In comments on the company's response the customer says: he could not leave his drive as cars were either driving past when the light was green or waiting at the lights in front of his drive. He asked the company to place a sign asking drivers not to obstruct his drive but it refused to do this.
- In comments on a preliminary decision the customer said: the road was not closed to through traffic as the company claimed and the company erected a sign for drivers to stop here which was in front of his property. The adjudicator has overlooked this.

The company's response is that:

- It accepts it could have given notice of the works as a courtesy. These were necessary to fix a leak.
- Cones were placed in the street the night before works began and it has since apologised for the noise caused by this.
- It did not place traffic lights directly outside the customer's driveway and it was unable to change the placement of the lights due to highway safety and traffic management issues.
- The customer said cars waiting for the lights blocked his drive but photos he provided showed clear access to his drive as the cars were on the opposite side of the road. Furthermore, cars usually allow others to enter the flow of traffic.
- The works took two weeks.

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- The road was poor quality prior to the works and it did not cause any damage.
- As it did not give notice and as it attended in the evening on two occasions causing noise disturbance, it offered offer a goodwill payment of £50.00 to the customer. It does not agree that a payment of £500.00 should be made.
- It has provided copies of correspondence exchanged with the customer and photos of the works.

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. I consider it reasonable to expect the company to give notice of works that will close a road or prevent access for residents. In this case, while I accept access was difficult for the customer, the evidence does not show it was impossible. I therefore do not consider it reasonable to expect the company to have given notice of the works and so I find no failing in that regard.
2. It is accepted by both parties that the area was coned off the evening prior to works starting. I accept the company's submission that this was necessary to ensure there was access for the works to take place the following day. I consider this usual practice and I find this is not evidence the company failed to provide its services to the standard to be reasonably expected.

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3. The company has provided a number of photos showing access to the customer's drive and how this may have been affected by the location of the temporary traffic lights. I have also considered the customer's submissions that cars were either moving or stationary in front of his drive making it difficult for him to leave or enter his drive. I am also mindful that there are many instances where people have to enter traffic from their driveway, and it is expected that cars will give way. Taking these points into account I do not accept the customer's submission that the company blocked his driveway. And, as the company has explained why it could not relocate the traffic lights, I consider the evidence does not show the company failed to provide its services to the standard to be reasonably expected.
4. To address the customer's comments on a preliminary decision I can confirm that I reviewed all the documents. Whether the road was closed or open to through traffic is not material to my decision. As to cars waiting outside the customer's property due to signage, I took into account that cars were outside the customer's property at paragraph 3 above. The location of the signage does not affect my decision.
5. The company has said it completed the works within two weeks. The customer suggests this could have been completed more quickly if workmen were on site every day and worked full days. While there is no evidence of the company's staff scheduling to say whether this would have been possible or not, I do not consider two weeks excessive or evidence of undue delay. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
6. The company has provided photographs of the road before and after works took place. There is a lack of evidence that shows the company damaged the road or did not reinstate it as expected. While I acknowledge a patch of tarmac on a concrete road can look unsightly, it is usual to reinstate roads in this manner. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
7. I appreciate it is disruptive, inconvenient and noisy for those faced with road works near their homes. However, I have not found any evidence that the company managed these works in a way that fell short of reasonable expectations. I recognise the customer may disagree with my view and it remains open to him to seek recourse elsewhere.

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Outcome

The company does not need to take any action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 16 November 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.



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

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