

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X099

Date of Final Decision: 20 December 2022

Party Details

Customer:

Company:

Complaint

The company provided a poor service while carrying out works in front of his property. He seeks that the company pay him compensation in the sum of £10,000.00 for distress and inconvenience.

Response

The company says it offered £790.00 as a goodwill gesture as its service was not at the level the customer expected, but the customer refused this. It denies the claim.

Findings

The evidence shows the company has not provided its services to the standard to be reasonably expected.

Outcome

The company should pay the customer compensation in the sum of £250.00.

The customer must reply by 20 January 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company carried out works over a year.
- The company did not provide a good service during this time.
- It moved the start date; did not tell him where it could excavate; did not tell him how he would access his property until the last minute; did not work at weekends or in holiday time; did not follow its method statement; damaged the gas network twice yet denied this; failed to report gas leaks and; asked him to update his neighbour.
- He adds the company did not give him adequate notice of an extension to their permit; denied causing sewage to enter his property; did not progress his complaint; did not properly clear up initially, having to return twice to do so; did not replace damaged grass and its traffic management system kept failing.
- He spent at least 40 hours of his time dealing with these issues.
- He seeks compensation in the sum of £10,000.00 for distress.
- He did not comment on the company's response.
- In comments on a preliminary decision the customer said:
 - The operator of the digger was smoking a cigarette over the excavation. If he had of dropped the cigarette this could have caused a horrific amount of damage.
 - He suffered stress as there was only a 2 foot walkway to pass the works while they were operating heavy machinery and smoking.
 - He is unhappy the company blamed him for holding up their works, when all he asked for was a copy of the RAMs so he could see how to access his property safely.
 - He had over 40 phone calls with the company and 6 phone calls with the gas company. His hourly income is £27:00 an hour. That alone works out at over £1,000 of his time. I

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would ask this and the time it has taken for this matter to get sorted out to be considered, as his complaint on this started back in July 2022.

The company's response is that:

- It had to carry out essential works to repair a defect in its sewer outside of the customer's property.
- It tried to begin the process in early 2021 but the customer would not allow it to do so as the essential works would block his driveway.
- In January 2022 it served a notice on the customer that it would be carrying out works.
- It followed this up with two emails explaining what the work would involve, how it would complete the work and its planned start date of 11 April 2022. These emails were sent on 25 February 2022 and 1 March 2022 and provided the minimum notice period it has to give in law prior to beginning works.
- It started works in April 2022 and completed in May 2022.
- The customer was unhappy the works were at the front of his property blocking his drive. It agreed with the customer to pay him £3000.00 to hire two cars while he could not access those on his drive.
- It has provided a record of its contacts with the customer showing it kept him updated.
- Its workmen struck a gas pipe, and this was reported and capped the same day pending repair.
- In May the customer called to say his manhole was full and his toilet was not draining. It cleared his sewer and found this was caused due tree roots entering the system further along the pipe, which it resolved. It paid the customer £328.81 under its Customer Guaranteed Scheme for this internal flooding incident.
- After completing works, the customer reported the area was muddy. It returned to jet wash the pavement.
- It reviewed its service provision and offered the customer £790.00 to acknowledge and apologise that its service was not at the level he should expect. The customer refused this as he wanted £10,000.00.

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.

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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. Some of the matters the customer complains of, while frustrating or inconvenient to him, do not amount to a shortfall in customer service, even if proven. This includes his complaints of the company moving the start date for works; asking him for his neighbour's contact details; asking him to update his neighbour given he would not share contact details; not working on weekends and during holidays; not following its method statement for works; contractors smoking during work hours and; not providing him with notice of an extension to their permit.
2. The company has provided copies of correspondence evidencing it gave the customer information about the works including the location of the works in advance.
3. The company has provided evidence showing it reduced the inconvenience its works would cause to the customer by making a payment of £3000.00 for him to hire and keep vehicles off his driveway.
4. The company has provided a copy of work records and correspondence showing it resolved a sewage incident at the customer's home and paid him £390.00 under its CGS. Photos provided show no damage to the customer's property.
5. The company has provided photos showing some mud on the ground after it completed works. I note some of the grass on the council owned land at the front was also muddy, and that the

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grass was likely pulled up. On review of the photos I do not consider the company failed to adequately clear the area. However, I also note the company returned to further clear the mud.

6. I have not seen any evidence the company's traffic management system kept failing. However, it is not unusual for such systems to fail and there is no evidence any such faults were not quickly repaired.
7. That the company's contractors struck a gas pipe and caused a leak was unfortunate and does amount to a failing to provide its services to the standards one would reasonably expect. I find no further failing proven.
8. I consider the customer's claim for compensation of £10,000.00 is unjustified. The maximum payable under the WATRS scheme for distress and inconvenience is £2500.00. However, given the failing proven, the seriousness of that issue and the distress caused to the customer, I consider compensation in the sum of £250.00 is both fair and reasonable. This is in line with a tier 2 payment under the WATRS compensation guide.
9. I recognise this is less than the company's offer. The customer may wish to accept the company's offer if this remains open to him. However, that is a matter between the parties.
10. I have considered the customer's comments on my preliminary decision but my decision remains the same. This is because I had already taken into account the fear and distress caused to the customer arising from the gas leak in assessing the compensation due above. The customer did not previously complain of the narrowed footpath but this does not amount to a failing in any event. As to the time the customer has spent in communications, I cannot consider a remedy unless I have first found he was put to this additional time and trouble as a direct result of a failing by the company. I have not found that to be the case. I identified one falling above and considered a remedy accordingly.

Outcome

The company should pay the customer compensation in the sum of £250.00.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 January 2023 to accept or reject this decision.
- 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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