

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/XX/X286

Date of Final Decision: 6 January 2023

Party Details

Customer:

Company:

Complaint

The customer states that she is unhappy about the length of time taken by the company to resolve the blockage reported affecting the use of her toilet. The company's operatives caused damage to her property and left it in a messy condition. Furthermore, appointments were missed and she did not have use of her garden whilst it carried out a repair to her manhole. She is dissatisfied with the level of compensation provided by the company as she feels it does not reflect the extent of distress and inconvenience caused. The customer requests additional compensation (amount not specified).

Response

The company states there were service failures and delays by its contractor during the course of the (external) work undertaken at the customer's property to resolve the blockage reported. However, in response to her complaint, it offered to pay compensation of £200.00 to cover the cost of rectifying paintwork damaged during repairs and a further £100.00 in relation to service failures on its part. Following contact from the Consumer Council for Water, it reviewed the amount of compensation offered and was satisfied that the compensation provided is fair and consistent with what other customers receive following services failings. The company did not make any settlement offer.

Findings

The company undertook work to its network in the vicinity of the customer's property in order to resolve the blockage reported in accordance with its obligations. However, on balance the time taken by the company to complete the identified repairs needed was longer than could be reasonably expected. The company accepts the delay was caused by instances of its service not reaching the expected standard including missing appointments made with the customer. On balance, the amount of compensation offered by the company for stress and inconvenience caused is inadequate in view of the multiple issues acknowledged

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Outcome

by the company. This is evidence of the service provided by the company not reaching the standard to be reasonably expected.

The company needs to take the following further action:

- Pay the customer an additional £50.00 for stress and inconvenience caused by instances where its service provided did not meet the standard to be reasonably expected.

The customer must reply by 3 February 2023 to accept or reject this decision.

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Case Outline

The customer's complaint (submission by the Consumer Council for Water on her behalf) is that:

- The customer is unhappy that she experienced a loss of facilities at her property whilst the company tried to repair their manhole over a number of visits.
- The company notified her of appointments by text message however no one turned up on three or four occasions.
- She feels that the high number of visits could have been avoided if the company had been more thorough in checking the issue in the first instance.
- The company caused a mess and damaged external paintwork which she had to get re-painted.
- The customer is unhappy with the level of compensation offered for loss of access to her property (garden) during the course of the works; she could not put out the paddling pool for her son and they were without use of facilities due to the blockage.
- The Consumer Council for Water (CCW) asked the company to consider increasing the compensation offered but the company advised that the £200.00 paid and the £100.00 offered by their contractors in respect of service failures was sufficient in the circumstances.
- The customer requests that the company pay her additional compensation (amount not specified).

The company's response is that:

- On 23 June 2022, its contractors raised works to repair a "REDACTED manhole cover". They completed the works on 25 July 2022.
- The customer first complained to it on 27 July 2022 regarding the loss of toilet facilities at her home following a blockage.
- Its contractors carried out works to replace a manhole cover near to her home and, whilst onsite, encountered delays.

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- The customer has been chasing compensation since the event, even though it reimbursed her £200.00 for the costs of fence paint and hiring someone to re-paint this, which the customer has recognised covered her costs. Its contractors also offered £100.00 as a gesture of goodwill. This is based on £25.00 for each service failing experienced by the customer.
- Following contact from CCW, it undertook a review and was satisfied that the offer of compensation is fair and consistent with what other customers receive following service failings.
- Therefore, it does not accept it is responsible to pay the customer any further compensation.

Reply

- The customer confirms that compensation was provided to her for damage caused at the front of the property but says it also caused a lot of disruption and damage to recently painted walls and fence panels. She also had to clean up “dirt”. She expected a mess but not as much as was left.
- The issue also caused friction with her neighbour and the company’s failure to attend appointments caused inconvenience and wasted her time.
- She states comments were made to make her feel as though she had done something wrong. She reiterates that she could not put out play things for her son in the garden like his paddling pool.

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?

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1. The customer's claim concerns the level of service provided by the company whilst undertaking works to resolve a blockage affecting use of her toilet. She seeks further compensation from the company for the stress and inconvenience caused by alleged failures in the service provided.
2. The company maintains that the level of compensation already provided is sufficient to cover the costs incurred by the customer and in relation to service failures on its part.
3. I find that under the Water Industry Act 1991 ('the Act'), the company has a duty to maintain its sewers and to ensure the area is, and continues to be, effectively drained and to make provision for the emptying of these sewers. Therefore, in response to a report of a blockage, it is obliged to investigate in order to identify the cause and address the issue if found to be on its assets.
4. Within its Response, the company confirms that works to repair the "REDACTED manhole cover" at the customer's property were raised by its contractor on 23 June 2022 and completed on 25 July 2022.
5. Therefore, by undertaking repairs to its sewer in order to clear the blockage affecting the customer's use of her toilet, the company acted in accordance with its obligations. Nonetheless, on balance, I find that the time taken to complete the repair indicates a delay by the company. Based on the explanations given by the company in its stage one and two complaint responses (included in its 'Defence Pack') and its response to CCW dated 25 October 2022, the delay was due to their first response crews having to escalate the job to another team that had more powerful equipment; "city flex" to clear the blockage. The company also confirmed in its complaint responses that a further delay was caused by a crew making up the dig site incorrectly on two occasions and acknowledges there were missed appointments.
6. Generally, in the event works are identified as necessary to resolve an issue on the company's sewer network, if in the vicinity of a customer's property, it is reasonable to expect that a degree of inconvenience will be caused whilst works are being carried out. However, in the customer's case, it is clear that additional stress and inconvenience was caused to the customer as a result of failures in the service provided including missed appointments and digs being incorrectly marked up on two occasions. The company also accepts that damage was caused to the customer's property during the course of the works. This is evidence of the service provided by the company not reaching the standard to be reasonably expected.

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7. I note that at stage one of its complaints process, the company offered the customer £200.00 to cover the costs of re-paint work to her fence which it accepted was damaged during works undertaken. I am satisfied from the parties' complaint correspondence that the customer agreed that the compensation offered of £200.00, covered the cost of putting right the damage caused. Therefore, in light of this and in the absence of any evidence to suggest she reasonably incurred any additional costs for damage caused to property, I am satisfied that the amount of compensation paid by the company in respect of damage caused was reasonable.
8. I find that at stage one, the company also offered the customer the amount of £100.00 for missed appointments; in its Response the company stated this amount is based on £25.00 for each service failing. I am mindful that in her complaint raised with the company, the customer refers to "3 or 4" occasions whereby the company missed appointments. The company has not disputed the amount of missed appointments and as mentioned above, it also accepts that on two occasions, its operatives incorrectly marked up the dig site which caused delays. I find there is a lack of evidence to establish any further instances of the company's service not reaching the expected standard.
9. Therefore, I find that there were approximately six instances of the company's service not reaching the expected standard which caused additional delays. In view of this, on balance, I am not satisfied that the amount offered for stress and inconvenience (£100.00) is sufficient in the circumstances. On balance, I consider it is reasonable to direct that the company pay the customer additional compensation of £50.00. This falls in Tier 1 of the WATRS Guide to Compensation for Inconvenience and Distress and I am satisfied this is proportionate to number of proven service failings.

Outcome

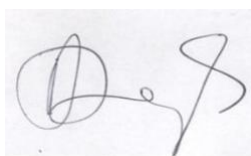
The company needs to take the following further action:

- Pay the customer an additional £50.00 for stress and inconvenience caused by instances where its service provided did not meet the standard to be reasonably expected.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 3 February 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.



A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice)

Adjudicator

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