

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/XXX/X315

Date of Final Decision: 1 February 2023

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer submits the company provided poor customer service in resolving a leak on her shared supply pipe. She seeks that the company pay her further compensation of an unspecified amount; apologise for not contacting her following the repair as agreed and for threatening to call the police and; inform her of the payment due for the repair and payment options.

Response

The company says the customer has not specified any customer service failings however it previously paid her £140.00 in line with its Guaranteed Standards of Service. It denies any further payment is due. It has provided an update and information about billing in its defence.

Findings

The evidence shows the company did not provide its customer 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 1 March 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- She has provided a detailed chronology of what happened on her application form.
- In July 2021 she was told there was a leak on her shared supply pipe and in August the company served notice on her and her neighbour to fix this.
- She asked the company to help locate the leak but it was unable to find it.
- She expected the company to enforce the notice and carry out the repair itself however it delayed doing so.
- She complained in October 2021 but received no response.
- She encountered difficulties when her neighbour's plumber visited to fix the leak.
- In July 2022 the company's contractor attended to fix the leak but she was not home to allow access. The contractor threatened to call the police if she did not allow access to her property however she had previously told the company she would not be available that day.
- She chased the company for it to return to complete the repair. The leak was finally fixed in November 2022 though she has not yet received a bill for this. She did not hear further from the company as expected, to resolve her complaint.
- She has claimed through her insurance company for compensation for the damage caused by the leak.
- She seeks that the company pay her further compensation of an unspecified amount; apologise for not contacting her following the repair as agreed and for threatening to call the police and; inform her of the payment due for the repair and payment options.
- The customer has not commented on the company's defence or the preliminary decision.

The company's response is that:

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- On 5 July 2021 a leak was found on the shared supply pipe serving the customer and her neighbour. This is private pipework and so the two customers were responsible to fix the leak.
- In August 2021 it served a notice on both that they must carry out the repairs. However, it allows a reasonable time for them to do so. As the work was not complete in February 2022 it served a notice on both customers to allow it entry to repair the leak.
- It completed the repair in November 2022. However, its contractor only recently billed for this. The bill for repairing the leak will be £1589.75 and it will bill the customer shortly.
- The customer has not specified any customer service failings however it previously made a payment of £140.00 for:
 - 2 failed call backs (£20.00 each)
 - 3 missed appointments (£20.00 each)
 - Inadvertently blocking customer's drain when carrying out works (£40.00)
- These payments are in line with the Guaranteed Standards of Service. The customer has not justified a higher payment.
- It is unaware of any threat to call the police but this may refer to an incident when its contractor was concerned about the customer damaging their property.
- It denies the claim.

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.

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How was this decision reached?

1. Both parties accept the leak was on private pipework and it was the responsibility of the customer and her neighbour to fix.
2. The company has no control over third parties and so cannot be held responsible for any delay in the customer and neighbour resolving the leak or for the actions of a third party plumber.
3. It was up to the company to decide how and when to take enforcement action to ensure the customer and her neighbour repaired the leak. While I appreciate the customer was keen for the company to take action to carry out the repairs itself, it was up to the company to decide if and when to serve notice to do so. The company has explained it allows time for customers to reach a resolution before taking further enforcement action. I cannot criticise its judgment or decision to wait until February 2022. I am satisfied the company provided its services to the standard to be reasonably expected.
4. The company served notice to gain entry to carry out the repair itself in February 2022. The company has not explained why this was not then scheduled until July 2022, or why, when it could not complete the works in July, this was further delayed to November 2022. I consider this is evidence the company failed to provide its services to the standard reasonably expected.
5. The company completed the works in November 2022 and the customer applied to WATRS at the end of November 2022. I consider this did not allow the company sufficient time to update her or bill her following the works, before she complained to WATRS about its failure to do so. The company has since updated the customer by way of its defence. I am satisfied the company provided its services to the standard to be reasonably expected.
6. There appears to have been a miscommunication between the parties as to the date the company would need entry in July 2022. However, I have not seen evidence to support the customer's submission that the company attended in error through its own fault. I am therefore unable to find the company failed to provide its services to the standard to be reasonably expected.

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7. The company accepted specific customer service failings and paid £140.00 compensation before the customer applied to WATRS. I consider the company's payment adequate remedy for those matters. I am therefore satisfied the company provided its services to the standard to be reasonably expected, by remedying shortfalls in its service as it did.
8. In summary, I have found the company delayed carrying out the repairs from February 2022 to November 2022. I will consider a remedy for this.
9. In consideration of the customer's detailed submissions, I am satisfied she spent time liaising with the company for it to complete the repair and suffered distress and uncertainty while these remained pending. Given the repair did not take place for more than six months I consider a tier 2 remedy under the WATRS compensation guide is appropriate. I find it fair and reasonable to direct the company to pay the customer compensation in the sum of £250.00 for distress and inconvenience.
10. I do not consider the company owes the customer an apology for not contacting her following the repair or for threatening to call the police, as I have found no failing proven in these matters.
11. The company has confirmed it will bill the customer and I found no failing proven on this point. I therefore make no direction here.

Outcome

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

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 1 March 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.

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- 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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