

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X592

Date of Final Decision: 12 July 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer reported a blockage in his property that left him with wastewater inside his property, and without the ability to use the shower and the toilets. Despite being in the Priority Service Register, the problem was reported on a Saturday, and it was not resolved until the following Tuesday. The customer wants the company to issue an apology, to compensate him for the inconvenience experienced, and to improve their communication system.

Response

The company acknowledged that its delay in sending the engineers did not comply with the Service Level Agreement and it apologised for that. The blockage was reported on Saturday, and engineers attended on Monday, but they had to come back the following day to fix it. The company stated that the goodwill settlement offer of £90.00 was suitable for this case.

Preliminary Findings

The blockage caused a significant inconvenience to the customer and the timings for its repair were not respected. As a result, I find that the company has fallen below the standard to be reasonably expected in its provision of service to the customer. In view of that, I direct the company to compensate the customer with £150.00 and to issue an apology.

Preliminary Outcome

I direct the company to apologise to the customer and to compensate him with £150.00 for the inconvenience caused.

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ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/X592

Date of Final Decision: 7 July 2023

Case Outline

The customer's complaint is that:

- He experienced a blockage which left his property without toilet or washing facilities.
- Even though he was in the Priority Service Register, the problem was reported on a Saturday, and it was not resolved until the following Tuesday.
- The customer requests the company to issue an apology, to compensate him for the inconvenience caused by the repair delay, and to improve the company's communication systems.

The company's response is that:

- The blockage was reported on a Saturday and the engineers were sent to the property on Monday, but the blockage could not be repaired until the following day.
- They are sorry for the delay, and that a suitable £90.00 goodwill gesture was refused by the customer.

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

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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. On Friday 16 December 2022 the customer noticed that the water was slow to drain away from the kitchen sink, so he used a drain cleaner that was left overnight. In the morning, the water was still slow to drain, so he checked and replaced the U-Bends, but later in the day, while his wife had a shower, wastewater started bubbling up the sink drains and flowed out of the washing machine and dish washer vented drainpipes, flooding the kitchen floor and cupboards and part of the dining area floor. In the water there were pieces of toilet paper, so it was messy.
2. After getting advice from his neighbour, the customer realised that the sewer was blocked, and phoned the company. The customer stated that he spent 47 minutes waiting for an agent to answer his call, he called another number, and he was held for another 41 minutes before the call was answered. The company explained that it was very busy due to a cold snap and informed him that engineers would be sent to his property on the same day (Saturday 17 December 2022) or the following day.
3. As nobody went to the property either on Saturday or Sunday, he called the company on Monday morning, and the engineers arrived on Monday at noon to unblock the sewer, but they were unable to do so because they needed vacuum equipment, high pressure washing, and a camera. A new team arrived the following day at noon and fixed the blockage in a couple of hours.
4. The company acknowledged that that the customer had to chase the company on two occasions as their engineers attended outside of the Service Level Agreement (SLA). The company admitted that the blockage was notified on the 17 December 2022, and the repair should have happened by attended by 10pm on the 19 December 2022, which meant that the company attended out of the SLA.

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5. I find that the delay in repairing the blockage caused the customer a significant inconvenience. He stated that his wife, who has dementia, had to walk 400 metres to use the toilets at a local ASDA supermarket. I also note that the customer was in the Priority Service Register. In view of that, I find that the company fell below the standard to be reasonably expected in its provision of service to a vulnerable customer.
6. The customer requests an apology for the company's poor services. I am mindful that the company apologised to the customer in the defence, but in view of the above findings, I direct the company to issue a written apology to the customer.
7. I note that the customer has also requested the company to improve its communication system, so that when a problem is reported, customers can be more quickly updated on when the problem will be resolved. I understand that the customer had to wait a long time to have his calls answered, but I also note that it was a busy period for the company. Moreover, changes in the communication policy of the company go beyond the scope of WATRS and it falls outside the power of adjudicators to make directions that relate to a company's commercial and business practices. Therefore, I cannot direct the company to make changes to its communication system.
8. With regards to the amount in compensation for stress and inconvenience caused by the company's service failings noted above, I first note that the company offered the customer a goodwill payment of £90.00, which CCW considered to be a reasonable amount in the circumstances. Furthermore, I note that the customer stated that he would be prepared to accept this amount if the communication system was improved.
9. In order to determine the amount of compensation, I take into consideration the non-binding guidelines used in the WATRS scheme. The guidelines have four tiers, which reflect the different levels of inconvenience and distress. Most awards are modest amounts, between £100.00 and £200.00. The scale recommends for cases falling within Tier 1 compensation up to the value of £100.00; and for Tier 2 between £100.00 and £500.00. In view of the service failures, and in particular the serious inconvenience caused to the customer as a result of the delay in repairing the blockage, I find that the customer ought to be compensated in accordance with the lower end of Tier 2 instead of the top end of tier 1 as offered by the company. Accordingly, I direct the company to compensate the customer with £150.00.

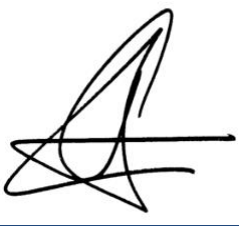
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Outcome

I direct the company to apologise to the customer and to compensate him with £150.00 for the inconvenience caused.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 10 of August 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.



Pablo Cortés, Licenciado, LLM, PhD

Adjudicator

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