

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0769

Date of Decision: 19 September 2018

#### Complaint

The customer's claim is that, when he wanted to connect a new private supply pipe to the company's network, the company unnecessarily delayed matters due to the depth of the company's pipe, providing poor workmanship and customer service when undertaking the works. These delays and the poor workmanship led the customer to incur additional costs and lost rent. The customer is seeking the company to comply with its guidelines with regard to the depth and insulation of its pipe, provide an apology for the distress and inconvenience caused and pay compensation of £10,000.00 which comprises: lost rent of £4,650.00, compensation for distress and inconvenience of £5,000.00, additional labour costs and materials of £350.00.

#### Defence

The company submits the depth of its pipe is currently correct and does not need either ducting or insulation. The company states the delay was due to the customer's pipework not being to the standard required and the company required local highway authority permission to commence works. Once permission was granted the company completed the works as quickly as possible. The company states it is not liable for any loss in rent as it undertook the works in a timely manner and any works undertaken by the customer preventing the property being rented out is the responsibility of the customer, not the company. The company admits some failings regarding the workmanship and this was corrected in November 2017 and compensation offered. The company admits there were some failings in customer service during their dialogue with the customer for which it has apologised and adequate compensation has been offered which has been declined by the customer. Therefore, no further sums are due. The company has not made any further offers of settlement.

#### Findings

I am satisfied the evidence points to the fact that the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding connecting the customer's supply pipe to its network. However, the evidence shows the company failed, when dealing with the customer's complaint, to provide customer service to the standard to be reasonably expected.

#### Outcome

The company needs to take the following further action:

The company shall pay £500.00 to the customer.

- The customer must reply by 17 October 2018 to accept or reject this decision.

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## ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0769

Date of Decision: 17 September 2018

### Party Details

Customer: [ ]

Company: [ ]

### Case Outline

#### **The customer's complaint is that:**

- The customer's claim is that when he wanted to connect a new private supply pipe to the company's network the company unnecessarily delayed matters due to the depth of the company's supply pipe and then provided poor workmanship when undertaking the works needed.
- The company did not install its supply pipe at the correct depth as set out in its guidelines.
- These delays and the poor workmanship led the customer to incur additional costs and lost rent.
- Once the customer raised his concerns with regards to the supply pipe issue, he alleges he then received poor customer service throughout his dialogue with the company, which led to unnecessary stress, inconvenience and time wasted.
- The customer is seeking the company to: comply with its guidelines and lay the connection pipe at the correct depth or duct/insulate the pipe, provide an apology for the distress and inconvenience incurred and pay compensation of £10,000.00 which comprises of: lost rent of £4,650.00, compensation for distress and inconvenience of £5,000.00, additional labour costs and materials of £350.00.

#### **The company's response is that:**

- The company's position is that some of the delay was due to the customer's pipework not being to the standard required, it failed the company's inspection twice. Furthermore, other delays were unavoidable as the company required local highway authority permission to commence works, however, as soon as these were given the company completed the works as quickly as possible.

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- The company is not liable for any loss in rent as during the whole period that works were undertaken the property had a water supply, albeit at a lower pressure than normal due to the condition of the customer's existing water supply pipe.
- The company admits some failing regarding the workmanship and this was corrected in November 2017. The depth of its pipe is currently correct and does not need either ducting or insulation.
- The company further admits there were some failings in customer service during their dialogue with the customer for which the company has apologised and adequate compensation was offered which was declined 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 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. The dispute centres on whether the customer is entitled to compensation where the company has delayed the connection of his water supply pipe to the company's network. The company is required to meet the standards set out in the Water Industry Act 1991.

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2. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme (GSS) and the company's own Customer Guarantee Scheme (CGS).
3. From the evidence put forward by the customer and the company, I understand that on 11 November 2016 the customer contacted the company due to an issue with poor water pressure at his property. An initial appointment was made for 25 November 2016 for the company to attend the customer's property, this appointment was missed by the company and another appointment had to be arranged for 5 December 2016. On 5 December 2016 the company, within its assessment, advised the customer that his supply pipe was made from lead and in poor condition and a new supply pipe would improve matters. The surrounding properties which had already replaced their old lead supply pipes had no issues with regard to the water pressure.
4. The customer made an application under one of the company's schemes for a free connection to the company's network. To enable this connection the customer's supply pipe would need to be inspected by the company to ensure it conformed to the appropriate specification to allow the company to connect it to its network. An appointment was made for 14 December 2016 for the company to inspect the customer's supply pipe. As shown by the company's inspector notes the customer's supply pipe failed the inspection as it wasn't at the correct depth, not insulated, not within 1 meter of existing pipe and had no mechanical end pipe. Another inspection was organised for 20 December 2016, which once again failed as the customer's supply pipe was not at the correct depth and no mechanical end pipe was fitted. The evidence shows the customer was advised to dig under an existing sewer pipe to reach the correct depth or alternatively sheathe the pipe in insulated ducting and go over the sewer pipe. Another inspection appointment was made for 5 January 2017 where the customer's pipework passed inspection.
5. The documents within the company's defence documents shows approval was sought from the local highway authority on 10 January 2017 and granted on 20 January 2017 with works scheduled for 2 to 3 February 2017. The works were completed within this time frame and the customer's supply pipe connected to the company's network. In light of the above, I find the time taken from the customer's request to connect to the company's network to the actual connection is reasonable.

6. With regard to the customer's comments regarding the poor workmanship, the company admits there were some failings in this respect and between 9 and 13 November 2017 the company made changes to the location and depth of the pipework as agreed with the customer. The company confirms within its defence that its pipe from the 13 November 2017 is at the correct depth, in line with its guidelines, and does not need any ducting or insulation. A goodwill gesture of £350.00 was offered by the company to the customer for this failure of service as explained in paragraph 10 of this decision.
  
7. I note the customer's request for redress of £4,650.00 for lost rent for Flat A, 10 Green Road. Flat A, 10 Green Road being the rental property of the customer directly below Flat B, the customer's residence. Any connection to the company's network would be subject to the customer meeting the conditions imposed under Section 47 of the Water Industry Act 1991 with respect to water quality, plumbing and other requirements. This being the reason for the company's request to inspect the customer's pipework. The customer's pipework failed the company's inspection twice and this directly led to the connection not being suitable until after 3 January 2017. The letter from the customer's rental agent states the customer had to remove a stud wall in Flat A to install the water supply pipe to Flat B. As any cost associated with the new supply water pipework up to the company's connection point would be payable by the customer, I cannot see how the company could be liable for the loss of rent for Flat A. Furthermore, as I have found the time period from the date the customer's pipework was passed to when the works were complete on 3 February 2017 was reasonable and at no point from the customer's first contact to the completion of the works was there a loss of water to either Flat B or A, 10 Green Road, in any event the company would not be responsible for the loss of rent. Accordingly, the customer's request for redress for the loss of rent fails.
  
8. With regard to the customer service provided, as evidenced by the customer's letter dated 26 February 2017, the customer wrote to the company with various complaints concerning the company's supply pipe connection process which caused him to spend an additional £350.00 in materials and labour, the company's supply pipe was not at the correct depth, that neither himself and his neighbours had not been informed by the company of the works, cars had been blocked in due to the traffic light system and the site was not cleaned up properly after the works had been completed.
  
9. With regard to the additional £350.00 in materials and labour, as above, any cost associated with the new supply water pipework up to the company's connection point would be payable by the customer and therefore I find the company not liable for these costs.

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10. Various correspondence took place between the parties between 26 February 2017 and 1 November 2017 with the result being the company accepting failures of service and paying £50.00 as a goodwill gesture, crediting the customer's account with £80.00 as a GSS payment and offering a further £350.00 goodwill gesture for service failures regarding the location and depth of its pipework. This further £350.00 goodwill gesture for service failures was not accepted by the customer. It was also agreed the company would reattend the customer's property on 9 November 2017 to correct the depth of the company's pipework.
11. Between 9 and 13 November 2017 the company undertook the changes to the pipework as agreed. On 28 November 2017 the customer once again contacted the company to raise further issues with regard to the company blocking access to the customer's drive and property without permission. The company responded to this email acknowledging the customer's concerns and advised that at no point was the customer's vehicle blocked in and also the customer's neighbour had given permission to use the customer's drive and park their vans. As shown in the company's defence the company accepts failures of service in this regard and increasing their previous £350.00 goodwill will offer to £500.00. The company states that no correspondence has yet been received from the customer with regard to this increased good will offer.
12. In light of the above, I find that the company failed, when dealing with the customer's complaint, to provide its customer service to the standard to be reasonably expected. The customer has stated that due to the length of the repairs, poor workmanship and the poor service, he experienced inconvenience and stress. Whilst I sympathise with the customer regarding the inconvenience, stress and disruption, I find the redress requested of £5,000.00 is disproportional to the claim and I am of the view the sum offered by the company of £500.00 is a more appropriate sum bearing in mind the issues in dispute. Therefore, I direct the company to pay £500.00 to the customer to cover this aspect of the customer's claim.
13. The customer has requested an apology from the company for the various failures of service throughout his dialogue with the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company did failed to provide its services to the customer to the standard to be reasonably expected by the average person. However, the company has apologised throughout its dialogue with the customer and therefore, I find the company is not required to provide a further apology.

14. In light of the above, I am satisfied the evidence points to the fact that the company did not fail to provide its services to the customer to the standard to be expected with regard to connecting the customer supply pipe to its network. However, the evidence shows the company failed, when dealing with the customer's complaint, to provide customer services to the standard to be reasonably expected and I direct the company to pay the offered £500.00 to the customer.

#### **Outcome**

The company needs to take the following further action:

The company shall pay £500.00 to the customer.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 17 October 2018 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.

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**Mark Ledger FCI Arb  
Adjudicator**