

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0796

Date of Decision: 30 May 2018

Complaint

The customer reported a leak from the boundary stop tap to the company on 18 August 2017. When the technician arrived, he advised that this had been spray painted for repair at some point in October 2016. The customer's property was damaged by the leak. Mr Jones was in hospital and was unable to return home due to the condition of the property. He sadly died in a care home and was not able to return home. The customer submits that, if the company had repaired the leak when it was initially found, none of the issues would have occurred.

Defence

The company accepts that the stop tap was identified as leaking in November or December 2016, but the repair was not raised on its system. When the customer's son reported the leak on 18 August 2017, it sent a technician who repaired the leak. The company referred the customer's case to its insurance immediately who reinstated the property. The reinstatement was slowed by a pre-existing issue of rising damp.

The company has paid the sum of £500.00 to the customer in compensation for the delay in repairing the leak.

Findings

The amount awardable by the adjudicator for distress and inconvenience is capped at £2,500.00. The company fell below the standard expected when it failed to repair the leak after it had been identified. This increased the damage to the customer's property. However, once the company was made aware of the leak, it took all reasonable steps to reinstate the customer's property and ensure that she and Mr Jones received appropriate care. Whilst the initial failure and damage were great, the company's steps after the leak were repaired did mitigate the potential distress, though this remained significant due to the vulnerability of the customer.

Outcome

The company needs to take the following further action: provide the customer with an apology and pay the sum of £750.00 in compensation.

The customer must reply by 27 June 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0796

Date of Decision: 30 May 2018

Party Details

Customer: []

Customer's Representative: []

Company:[].

Case Outline

The customer's complaint is that:

- The customer's representative discovered on 18 August 2017 that water had leaked into her parents' home due to a faulty stop tap. At that time, the representative's father was in hospital awaiting discharge. He was unable to come home because of the required repairs. When an engineer arrived, he advised that the stop tap had been marked for repair by contractors that had been used by the company in October 2016. The tap was therefore not repaired for 10 months. The leak caused considerable damage to the customer's home. The customer was left with the inconvenience of contractors at her home and the representative's father was unable to return home. Her father sadly passed away in October 2017 without returning home. If the company had repaired the leak when it found it, the customer would not have been caused the inconvenience. The company has provided £500.00 in compensation, but this is nowhere near enough for what the customer was put through as a result of the failure to maintain the stop tap.
- The customer requests a written apology and £10,000.00 in compensation.

The company's response is that:

- The company accepts that the boundary stop tap was marked for repair a number of months before the repair was completed. The leak repair job was identified in November or December 2016 during a leakage drive, however the team that identified the leak did not have access to the correct work management system to raise the work order. The work order was only correctly

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raised on 19 August 2017 after the customer's son called the company on 18 August 2017. A technician visited on 19 August 2017 and repair work commenced on 21 August 2017. The company's insurance claims handlers, [], were dispatched once the company was aware of the impact of the leak and they attended on 21 August 2017. The company accepts that there were failings that caused the leak to go undetected for several months. The company believes the payment of £500.00 recognises this error. The company queries why, if the customer's daughter had noticed the stop tap had been marked some months before, and in view of the damage caused, the issue was not notified to the company earlier.

- The repair of the customer's property took a long time due to pre-existing damp conditions. It took longer to dry the property to enable restoration. It is difficult to assess whether this matter had any contribution towards Mr Jones's death. The care home instructed by the company advised that his needs were much higher than they had been led to believe when he was transferred to their care after being discharged from hospital. Mr Jones also contacted a chest infection whilst in care, requiring re-admittance to hospital.
- The company accepts that compensation will not make up for the distress caused to the customer's family, however it did take immediate steps to rectify the fault once it was made aware of it. The customer received a £500.00 subsistence payment during the insurance process and a compensation payment of £500.00 in respect of the delays to repairing the leak initially.

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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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. The customer has claimed £10,000.00 in compensation for the distress and inconvenience caused to her and her family as a result of the leak, the time taken to repair this, the damage caused and the time taken to rectify this.
2. Whilst £10,000.00 is the maximum amount that may be claimed by a consumer customer under the WATRS Scheme, Rule 6.4 provides that the limits include “any amounts awarded for non-financial loss which is limited to £2,500.00 per award”. A customer is able to make a claim that is above the maximum limits, however, as adjudicator, I have no power to award any sum in excess of the limit.
3. The customer has not made any claim for financial loss, such as the cost of redecorating. I therefore find that the maximum that I am able to award to the customer in respect of the claim is the limit of £2,500.00.
4. It is accepted that the company, during a leakage drive in November or December 2016, identified that the boundary stop tap was leaking. However, due to the nature of the leakage drive, the company had enlisted outside help. The team that identified the leak were external and did not have access to the ‘Maximo’ system to raise the work order for the repair. The process that was meant to be followed has not been detailed, however I am satisfied that at some point after the team identified the leak, there was a breakdown in communication that resulted in the repair work never being instructed.
5. It is not possible to determine how long the leak may have been present prior to it being identified in the leakage drive. It is also not possible to determine whether the leak worsened between December 2016 and August 2017. Notwithstanding this, I am satisfied that, as a result of the leak not being repaired, the customer’s home was subject to water ingress for an extended period, from December 2016 to August 2017, some 8 months.
6. I find that the company fell below the standard to be expected of a reasonable water supplier in respect of the failure to repair the leak in December 2016. Notwithstanding this, I am satisfied that once the company was advised of the leak by the customer’s son, it sent a technician to the property the following day. The evidence indicates that the stop tap was repaired on the same date, 19 August 2017; at the latest it was repaired on 21 August 2017.

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7. The company sent its insurance claims handler, [], to visit the customer on 21 August 2017 in order to assess the damage as an emergency. I find that this represents a high standard of care, acknowledging that the customer is elderly and disabled.
8. The evidence in the form of the [] report shows that, in addition to the leak, the customer's property suffers from rising damp. I accept that this added a layer of complexity to the reinstatement of the customer's property and made drying the property more difficult and prolonged. The company was responsible for ensuring that the property was reinstated; it was not obliged to rectify any pre-existing issue. Nevertheless, the evidence shows that the company reinstated the property in a manner that took into consideration the rising damp and that the property had not been tanked. Rather than reinstate with plaster and wallpaper, the company agreed with the customer to use breathable paint instead of wallpaper. I am satisfied that this resulted in the customer's property being reinstated marginally beyond its original condition, with measures taken to try and mitigate the pre-existing rising damp issue, although this could not be resolved without tanking the property.
9. Turning to the time taken to complete the remedial works and the manner in which this was conducted, I find that the works were completed on or around 12 October 2017, almost 2 months after the leak was reported and repaired. The customer also states that there were issues with contractors not turning up as arranged, with the painter failing to turn up on at least three occasions due to other jobs running on. I find that the evidence supports the customer's submission that the contractors used by the company were not always reliable and I therefore accept that the reinstatement of the customer's property may have taken longer than would otherwise have been necessary.
10. The customer opted to remain at home during the works. The company provided the customer with £500.00 and I am satisfied that this was in lieu of alternative accommodation and reflected the disruption that the company anticipated would be caused to the customer.
11. Mr Jones was in hospital at the time the customer's son contacted the company to advise of the leak. He was due to be released but it was not possible to discharge him back home due to the leak, the damage caused to the customer's property and the remedial works. It is clear that Mr Jones did not wish to enter a residential home, even temporarily, however it became necessary as he was unable to remain in hospital and the remedial works had not been completed.

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12. I note that the company did cover the full cost of the residential home for Mr Jones, ensuring that he received the necessary care whilst he was unable to return home. I acknowledge the submissions of the customer's representative that Mr Jones hated being in the residential home and that this may have accelerated his decline. However, I find that the company did take all reasonable steps to ensure that Mr Jones was cared for appropriately whilst the property was reinstated. I am unable to find that the company acted in a manner that fell below the standard expected from a reasonable water supplier or that it wrongly contributed to Mr Jones's unhappiness with the care home and his decline.
13. I find that, whilst the remedial works may have taken longer than necessary due to contractors not being fully reliable, the company took all reasonable steps to ensure the comfort and care of the customer and Mr Jones during the remedial works.
14. In view of the above, I find that the company fell below the standard to be expected of a reasonable water supplier in respect of the failure to repair the leak when it had been identified, the additional distress caused by the increased level of damage caused by the extended leak, and the delays to the repair work caused by unreliable contractors used by the company. I find that the delays in the completion of the repair work are relatively minor in nature, however I find that the customer's situation was especially vulnerable and that the impact of these failures will have been proportionately greater as a result.
15. The company has paid the sum of £500.00 in compensation to the passenger. I shall take this into consideration when determining an appropriate sum of compensation. For the avoidance of doubt, I am not including the £500.00 subsistence payment, made to the customer as she remained in the property whilst the works were ongoing, in this calculation.
16. I have found that the company, once it was advised of the leak by the customer's son, acted promptly to repair the leak and to restore the customer's property as a priority. I find that it took the complaint seriously throughout, ensuring the works were completed in a manner suited to the customer's property, taking into consideration the pre-existing issue of rising damp. I find that the company's actions from 18 August 2017 onwards did mitigate the potential impact of the issue. This is not to say that it was not a distressing period for the customer, only that the company worked to ensure that the distress was kept to a minimum wherever possible, with the exception of some minor delays with contractors.

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17. In considering the scale of the distress caused, and that this was greatly increased as a result of the leak repair being overlooked in December 2016, but that the company did take all reasonable measures to reinstate the customer's property promptly once it was advised of the leak by the customer's son, I find the sum of £1250.00 to be reasonable and proportionate compensation. As above, the company has already paid the customer the sum of £500.00 in compensation. I therefore direct it to pay the remaining sum of £750.00 to the customer.

18. The customer has also requested an apology. I find this to be reasonable. I therefore direct that an authorised representative of the company provide the customer with a written apology for the leak not being repaired after it was identified in December 2016, the damage caused to the customer's property, and that some contractors did not always arrive as arranged.

Outcome

The company needs to take the following further action(s): provide the customer with an apology and pay her the sum of £750.00 in compensation.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 27 June 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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A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a long horizontal line that ends in a small flourish.

Alison Dablin, LLM, MSc, MCI Arb

Adjudicator

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