

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0835

Date of Decision: 10 August 2018

Complaint

The customer states that the company has provided him with a goodwill gesture payment of £2250.00 in recognition of the inconvenience caused to him during its repair works to a collapsed sewer, located between his and his neighbour's properties. However, the customer states this sum is insufficient and he would like the company to consider providing him with a further goodwill payment of £8000.00. The customer asserts that this sum represents his loss of earnings, stress and the overall inconvenience that he has experienced. Accordingly, the customer's singular claim is for the company to provide him with a further goodwill payment of £8000.00.

Defence

The company states that it has provided the customer with a goodwill payment of £2250.00 in recognition of the inconvenience caused by the sewer repairs. In addition, the company submits that it has also paid the customer £9800.00 (which he requested) to cover any repair works required at his property as a result of this issue. The company states that the customer's request for a further goodwill payment of £8000.00 has not been justified. The company believes that it has acted reasonably in light of the circumstances. Therefore, the company does not accept that it is liable to provide the customer with a further goodwill payment of £8000.00.

Findings

It has not been established that the company failed to provide its services to the standard to be reasonably expected by the average person. Under the circumstances, I am satisfied that the company's actions were fair and reasonable. Based on the evidence provided, I am not satisfied that any further goodwill payment is warranted.

Outcome

The company does not need to take any further action.

The customer must reply by 10 September 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 10 August 2018

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- The company has provided him with a goodwill gesture payment of £2250.00 in recognition of the inconvenience caused to him during its repair works to a collapsed sewer located between his and his neighbour's properties.
- The customer indicates that he is not satisfied with this sum and would like the company to consider providing him with a further goodwill payment of £8000.00.
- The customer asserts that this sum takes into account loss of earnings, stress and the overall inconvenience he has experienced.
- Accordingly, the customer's claim is for the company to provide him with a further goodwill payment of £8000.00.

The company's response is that:

- The company states that, as a gesture of goodwill, it provided the customer with a payment of £2250.00 in recognition of the inconvenience caused by the sewer repairs.
- It submits that the collapsed sewer has been repaired and it has also paid the customer £9800.00 (which he requested) to cover any repair works required at his property as a result of this issue.
- The customer is now claiming that the company should provide him a further goodwill gesture payment of £8000.00.

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- The company states that the customer has not provided any evidence to justify this further goodwill payment.
- The company believes that it has acted reasonably under the circumstances and provided the customer with a fair goodwill payment.
- Therefore, the company does not accept that it is liable to provide the customer with a further goodwill payment of £8000.00.

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 crux of this dispute lies with the customer's claim that the company should consider providing him with a further goodwill payment of £8000.00. He accepts that the company has already provided him with a goodwill payment of £2250.00 in recognition of the inconvenience caused to him during its repair works to a collapsed sewer. However, the customer submits that this goodwill payment is insufficient. Therefore, the customer's singular claim is for the company to provide him with a further goodwill payment of £8000.00.
2. The company does not accept that it should be liable to provide the customer with a further goodwill payment of £8000.00. It states that this claim has not been justified.

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3. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
4. I acknowledge that the customer's claim for a further goodwill payment of £8000.00 is based on his assertion that he could not work for a total of 10 days as an HR consultant so he lost £5500.00 and that he experienced general inconvenience to the sum of £2500.00 (in addition to the £2250.00 already paid to him by the company).
5. Upon close examination of all the submissions provided by the respective parties, I find that the evidence available to me does not objectively show that the customer has incurred any loss of earnings as a direct result of the company's sewer repairs. In particular, I find that the evidence does not show any work commitment cancellations or deductions/loss of pay that would support the assertion that the customer has lost £5500.00 in earnings as a direct and unavoidable result of the company's sewer repairs. Consequently, this aspect of the claim does not succeed.
6. It is not disputed that the company has already paid the customer a goodwill gesture of £2250.00 in recognition of the inconvenience suffered. Furthermore, it is not disputed that the company has also paid the customer £9800.00 that he requested for repairs to his property as a result of the sewer repair work. From its submissions, I acknowledge the company has illustrated that in reaching its decision to provide the customer with a goodwill payment of £2250.00 for the inconvenience suffered as a result of its sewer repairs, it took into account several important factors. The company has shown that it took into account the duration and degree of the inconvenience suffered, the number of individuals affected and sums awarded in similar cases. Consequently, I am satisfied that the company's goodwill payment was carefully assessed and objectively reasonable in light of the nature and extent of the inconvenience suffered by the customer. Therefore, under the circumstances, I do not find that the company's refusal to provide the customer with a further total goodwill payment of £8000.00 (£5500 for the loss of earnings and £2500.00 for general inconvenience) amounts to a failure to provide its services to the standard to be reasonably expected by the average person.

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7. Based on a full review of all the evidence available to me, I am not satisfied that the company's actions amount to a failure to provide its services to the standard to be reasonably expected by the average person. I am satisfied that the goodwill payment in respect of the inconvenience caused was reasonable and proportionate under the circumstances and I am not satisfied that any further payment is warranted. Consequently, in the absence of any substantiated failures on the part of the company, I am unable to uphold the customer's claims for redress.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 10 September 2018 to accept or reject this decision.
- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then be closed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision.



E. Higashi LLB (Hons), PGDip (LPC), MCIArb.

Adjudicator

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