

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0952

Date of Decision: 18 October 2018

Complaint

The customer states that he is not satisfied with the amount of compensation offered by the company (£500.00) as a result of the overall inconvenience he has suffered during its urgent water main repairs near his property. The customer indicates that he was unable to access his property by car and had to park away from his property. The customer states that the company's water main repairs have caused him stress and various inconveniences and he is therefore seeking a payment of £1000.00 from the company as full and final settlement. The company has stated that the parties had already verbally agreed to a final settlement of £500.00 and it does not accept the customer's revised claim for £1000.00. The customer is now claiming an apology and compensation from the company in the sum of £1000.00.

Defence

The company states that its compensation offer to the customer of £500.00 is more than reasonable under the circumstances. The company confirms that it had to carry out urgent water main repairs on a public highway outside the customer's property and agrees this restricted access to his property by car. Accordingly, the customer did have to park further away from his property during the works. The company appreciates that the customer has experienced inconvenience as a result of the water main works and apologises for this. However, it submits that the parties had already agreed to a final settlement of £500.00 and it does not accept any further revision of this sum. The company does not accept any liability for the customer's claims for redress.

Findings

Based on the submissions provided, I am satisfied that there have been minor oversights on the company's part in providing its services to the standard to be reasonably expected by the average person. However, given the circumstances, I find that the company's apology and its offer of £500.00 in recognition of the overall inconvenience experienced by the customer were fair and reasonable.

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Outcome

The customer's claim succeeds in part. The company shall provide the customer with compensation in the sum of £500.00, as offered.

The customer must reply by 15 November 2018 to accept or reject this decision.

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The company's response is that:

- The company states that its compensation offer to the customer of £500.00 is more than reasonable under the circumstances.
- The company confirms that it had to carry out urgent water main repairs on a public highway outside the customer's property and that this restricted direct access to his property by car. Accordingly, the customer had to park away from his property whilst the works were being completed.
- The company accepts that it was unable to stick to its proposed one day completion timeframe in relation to washout hydrant works.
- However, the company states that it did provide a road plate that would have enabled the customer to gain vehicular access to his property. It disputes the customer's claim that this plate was provided late as the company's records show that this was installed on 9 April 2018 (as scheduled). It also disputes that the plate was installed inadequately.
- With regards to the customer's concerns about communication, the company accepts that it did not provide notice of the water main works but explains that the works required were essential and urgent. In any event, the works were on a public highway and it was not obliged to provide notice of such works.
- The company disputes that its communications have been poor throughout. It states that it has kept in contact with the customer in relation to his concerns and communicated with him over the telephone on at least 22 occasions and by email on six occasions. The company states that it continued to stay in regular contact with the customer by telephone and email and submits that its overall communication has been of a high standard.
- The company states that it was not aware of any damage to the green opposite the customer's property. However, it understands that this issue has already been resolved by the customer. The company explains that it has agreed to pay a total of £50.00 to cover the cost of the turf, seeding and the time spent rectifying this issue.
- The company appreciates that the customer has experienced inconvenience as a result of the water main works and apologises for this. However, it submits that the parties had already agreed to a final settlement of £500.00 and it does not accept any revision of this sum.
- The company states that, in light of the above, it does not accept any further liability for the customer's claims for redress.

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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 customer states that he has experienced stress and various inconveniences as a result of the company's urgent water main repairs. He is therefore seeking an apology and further compensation (than already offered by the company). Specifically, the customer is claiming £1000.00 as compensation for inconvenience instead of the £500.00 offered by the company.
2. 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.
3. I note that the company, as part of its defence, has already provided an apology to the customer for the inconvenience he has experienced as a result of its urgent water main repairs. Consequently, as this element of claim has already been provided to the customer, I find no reason to address this any further. I will proceed accordingly.

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4. It is not in dispute that the company carried out water main repairs near the customer's property and that this issue caused some inconvenience to the customer. In particular, it is not in dispute that the company carried out its repairs without notice and that the customer was unable to park his cars at his property for several days. Bearing in mind the fact that the water repairs were essential and carried out on a public highway as matter of priority, I do not find that that the company was required to notify customers in advance. Therefore, I am not satisfied that the company's failure to provide advanced notice to the customer of the works amounts to a failure to provide its services to the standard to be reasonably expected. Furthermore, whilst I acknowledge that the customer suffered inconvenience by not being able to park his cars at his property, having regard for the nature and extent of the inconvenience and the importance of the repairs, I am not satisfied that this amounts to a material failure on the part of the company to provide its services to the standard to be reasonably expected. Nonetheless, I note that the company offered to provide the customer with a compensation payment in recognition of the inconvenience he experienced as a result of this entire issue.

5. The company accepts that it was unable to meet the proposed one day completion timeframe in relation to washout hydrant works (as discussed with the customer). Furthermore, in relation to the alleged damage to the grass on the green following the repair works, the company states that it was not aware of this issue but does not dispute this. Accordingly, I am satisfied that these oversights amount to minor failures on the part of the company to provide its services to the standard to be reasonably expected by the average person. However, as stated above, I note that the company has already offered to provide the customer with a compensation payment totaling £500.00 in recognition of the inconvenience and alleged costs he experienced as a result of this entire issue. Specifically, this payment consisted of £255.00 for overall inconvenience, £195.00 for car valeting due to mud being left on site and £50.00 to repair the damaged patch of grass on the green. Taking into account the full nature and extent of the company's failures and the reasonable level of inconvenience that would have been experienced as a result of these failures, I find that the company's offer was more than fair and reasonable.

6. In the interests of completeness, I note that there has been some dispute between the parties in relation to the installation of a road plate. I note that the company states that it was installed for the customer on 9 April 2018, as agreed; whilst the customer states that it was installed late, on 11 April 2018. Upon review of all the evidence provided, I acknowledge receipt of a photograph

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dated 9 April 2018 that shows that the road plate had been installed. Accordingly, I do not find that the company failed to install the road plate on 9 April 2018 as asserted by the customer.

7. In addition to the above, I note that the customer has said that he felt the road plate was inadequately installed and refers to the picture provided. The company disputes this and states that the installed road plate was fit for purpose. I must draw attention to the fact that I am not a road safety engineer/expert and it is beyond my remit as a water services adjudicator to determine the adequacy of a road plate installation based on a photograph. Similarly, with regards to the customer's feelings that the workmanship of the repairs was not good, I must highlight that I am not a water services engineer and I am unable to inspect or comment on the workmanship of water mains repair work. Accordingly, I am unable to address these particular issues.
8. I note that the customer has asserted that the company's communication was poor. I note that I have been provided with a detailed account of the company's communications with the customer. I find that this account details the time, date and specific matters discussed between the parties. Based on the evidence provided, I am not satisfied that the company's communication overall was poor.
9. Accordingly, under the circumstances, I am unable to find that the company's refusal to accept the customer's claim for compensation in the amount of £1000.00 amounts to a failure to provide its services to the standard to be reasonably expected by the average person. Given the full extent of the inconvenience experienced by the customer as a result of the company's water main repairs, I find that its offer of £500.00 was more than reasonable.
10. Therefore, following careful review of all the submissions provided, I am satisfied that the evidence shows minor failures on the part of the company and I find it fair and reasonable to direct that the company honours its offer to provide the customer with £500.00 in compensation in recognition of the inconvenience experienced as a result of these failures.

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Outcome

The customer's claim succeeds in part. The company shall provide the customer with compensation in the sum of £500.00 as offered.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 15 November 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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