

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1005

Date of Decision: 7 December 2018

Complaint

The customer states that the company provided inadequate notice and signage for roadworks undertaken in his area, as well as closing the road for an unnecessarily long period. He customer requests an apology, unspecified compensation, and that a letter of apology be provided to each customer on the Highwood.

Defence

The company states that notice was not possible as the work was undertaken on short notice and that signage was correctly placed. It also states that the road was closed for a justifiable period. The company has apologised to the customer for any inconvenience that resulted from the work.

Findings

The company failed to provide its services to the customer to the standard to be reasonably expected by the average person with respect to notifying him of the work and with respect to its response to his complaint regarding signage.

Outcome

The company needs to take the following further action: It must apologise to the customer for its inadequate response to his complaint regarding signage at the Green Road, must apologise to the customer for failing to provide notification of the work and for not offering assistance if needed, and must pay the customer compensation of £50.00.

The customer must reply by 10 January 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1005

Date of Decision: 7 December 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The company undertook work in his area, but he received no prior notice of the closure of the affected road.
- By comparison, when work was recently undertaken by [] Power, notification was provided through leaflets and door knocking, with further assistance offered to residents should it be needed.
- The company made no effort to liaise with local residents, schools, Royal Mail or the emergency services.
- The company's contractors were lacking in basic manners, were truculent and had no interest in addressing residents' concerns.
- No road signs were put in place at the junction of Green Road and Red Lane, and no notification was given to road users.
- The company did not adhere to the "roadworks guard manual" and signage did not adhere to the applicable regulatory standards.
- Although work was completed by the afternoon of the first day, it took the company a further 48 hours to reinstate the road and another day to re-open the road after the work was completed.
- The customer suspects that the work was not undertaken due to a leak, as stated by the company, but to install a new connection.
- The customer contacted the company's CEO, but received no response.

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- The customer requests an apology, unspecified compensation, and that a letter of apology be provided to each customer on Highwood.

The company's response is that:

- On 12 June 2018, the company received a report of a leak on Red Lane.
- The company attended on 14 June 2018 and identified the problem.
- On 15 June 2018 a job was raised for the repair.
- It was noted that because of the nature of the road, a road closure would be required.
- It was also noted that there was an outstanding job for a new connection in the same location, planned to be undertaken on 13 September 2018.
- The company decided to complete the new connection at the same time as repairing the leak, in order to prevent a second road closure.
- The company received a report that the leak was worsening, and so applied to [] County Council for an emergency road closure.
- The company began the repair on 27 June 2018.
- The work could not be completed on the first day, as the work team did not have the correct fittings.
- Both the repair and the new connection were completed on 28 June 2018.
- The reinstatement was carried out on 29 June 2018, and the road was reopened on 30 June 2018.
- The company states that road signage was put in place in accordance with the relevant regulations. The company did not receive any contact from any highway authority expressing concern about the signage, or from any other customers expressing concerns relating to the work.
- As the work was carried out as an emergency, no prior notification could be given.
- The company has apologised to the customer for any inconvenience that resulted from the work.

The customer's comments on the company's response are that:

- The company has not addressed his main concern, which is the lack of signage at the Green Road.
- He believes there are numerous faults/mistruths in the company's Defence.

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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's complaints relate to work that the company states was undertaken due to a leaking water pipe.
2. While the customer expresses skepticism regarding the company's statement that the work was undertaken because of a leak, and notes that a new connection was made at the same time, the company has satisfactorily established that a leak was reported. It has also explained that the new connection was also made when the leak was being repaired because the work required for the connection and the leak were to be done in the same location. The company has also established that it had already scheduled the work for the new connection for later in the year and that by undertaking the work at the same time as the work on the leak it reduced the disruption affecting the road over the course of the year.
3. I find that the company has satisfactorily established that it undertook the work in response to a leak, and that it acted properly in simultaneously performing the new connection.
4. Consequently, this element of the customer's complaint does not succeed.

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5. The customer also complains about the time that the company took to complete the work and reopen the road.
6. However, the company has explained that a one-day delay was incurred due to the need to locate correct parts. It has also established that the work was completed in accordance with standard timeframes.
7. Consequently, this element of the customer's complaint does not succeed.
8. The customer also complains about poor signage regarding the work being undertaken.
9. The company argues that it provided signage in accordance with the applicable regulations, and has provided a map displaying where signs were placed.
10. However, the customer's primary objection is that no signage was placed at the Green Road and this is confirmed by the company's map. While the map displays signs placed at the beginning and end of Red Lane, no signage is displayed at any of the three junctions that occur along Red Lane, including the Green Road.
11. While I accept that there will be situations in which there are so many intersections that signage cannot reasonably be placed at all of them, I find that it would have been a reasonable expectation for the company to have placed signage at each of the three intersections on Red Lane, as the users of those roads would otherwise receive no notification of the work being performed.
12. I also find that the company's response on this point has not properly acknowledged the legitimate complaint raised by the customer, as it did not directly address the specific point made by the customer regarding signage at the Green Road. I find that in its response to the customer's complaint, the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
13. The company has already apologised to the customer for the inconvenience the work caused him, and I find this apology to be sufficient on this point as due to the nature of the road

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connections in the area signage at the Green Road would not have provided the customer with additional any travel alternatives.

14. Nonetheless, I find that an apology would be appropriate for the company's response to the customer's complaint, which I find to have been inadequate and general. In addition, in consultation with the WATRS Guide to Compensation for Inconvenience and Distress, I find that compensation of £50.00 would be fair and appropriate.
15. Consequently, the company must apologise to the customer for its inadequate response to his complaint regarding signage at the Green Road and must pay the customer compensation of £50.00.
16. The customer also complains that the company's contractors were lacking in basic manners, were truculent and had no interest in addressing residents' concerns.
17. However, the customer has provided no details regarding the behavior that concerned him or evidence of this behavior.
18. The customer has the burden of detailing his claim and providing evidence to support it. While I accept that the customer is unlikely to have evidence of the contractors' behavior, general statements that the contractors' behavior was poor are insufficient and specific details must be alleged if the customer's complaint is to be upheld.
19. Consequently, this element of the customer's complaint does not succeed.
20. The customer also complains that no notification of the work was provided or assistance offered to residents.
21. The company has responded that prior notification was not possible as the work was undertaken on an emergency basis.
22. However, the documentation provided by the company in support of this statement is dated 15 June 2018, while the work did not commence until 27 June 2018. Even allowing time for the council to approve the company's application, the company itself had nearly two weeks to prepare. Moreover, even if the company received approval from the Council only the day before

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work began, the work was performed in a sparsely-settled region, and I find that the burden on the company to undertake individual notifications to immediately affected residents would not have been substantial.

23. I find, as a result, that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with respect to notification of the works and that an apology would be appropriate.
24. The customer has requested that an apology be provided to each household on the Highwood, however the WATRS Scheme offers individual redress and so the company can only be ordered to provide an apology to the customer himself.
25. Consequently, the company must apologise to the customer for failing to provide notification of the work and for not offering assistance if needed.
26. For the reasons given above, the company must apologise to the customer for its inadequate response to his complaint regarding signage at the Green Road, must apologise to the customer for failing to provide notification of the work and for not offering assistance if needed, and must pay the customer compensation of £50.00.

Outcome

The company needs to take the following further action:

It must apologise to the customer for its inadequate response to his complaint regarding signage at the Highwood Junction, must apologise to the customer for failing to provide notification of the work and for not offering assistance if needed, and must pay the customer compensation of £50.00.

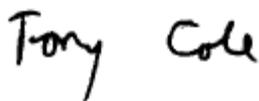
What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 10 January 2019 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

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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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Tony Cole, FCI Arb

Adjudicator

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