

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1237

Date of Decision: 13 March 2019

Complaint

The company dug up the road outside her house, without warning, blocking her driveway for five days. The company did not carry out call backs and provided little or incorrect information.

The customer requests £500.00 in compensation.

Defence

The company scheduled a same day repair to a leak in Main Road. The water was not anticipated to be off for more than four hours, so no notice was required. There were issues with the repair, and this had to be completed at night. The hole was backfilled, but tarmac was not available until the Tuesday due to the bank holiday weekend.

The company has offered £250.00 for the disruption and customer service failures.

Findings

The work had been scheduled to be completed on the same day, but this was extended due to unforeseen circumstances. The company had failed to follow its process to notify the customer of the work. However, it did complete this in the shortest timescale possible and promptly advised the customer once a delay had been identified. The work did not completely block the customer's driveway, although it did make accessing the driveway inconvenient. The company did provide incorrect timescales for completion. The company's offer was reasonable and proportionate to the disruption and customer service issues.

Outcome

The company needs to take the following further action:

Provide the customer with £250.00 in compensation.

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

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ADJUDICATOR'S DECISION

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Date of Decision: 13 March 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- On Friday 24 August 2018, a representative of the company knocked on her door to advise that they were digging a hole at the bottom of her drive to fix a leak to the water main. She was advised that the leak would be fixed, and all completed by 5/6 pm on that day. The customer moved a car into the road to ensure that they would have access to a car if necessary. At around 16:10, another representative called on the customer to advise that they would be back at 23:30 to fix the leak. The representative made comments indicating that the job had been managed badly. The customer received a leaflet on the morning of 25 August 2018 advising that the leak had been repaired and that the hole would be filled and repaired within 3 days. The customer contacted the company but call backs were not carried out. The company advised that the hole would be filled by midday on 26 August 2018. The repair was not completed until the morning of 28 August 2018, when a truck blocked the entire road. The barriers were removed by 19:30, enabling the customer to use the driveway again. The customer service was poor with a lack of information and incompetent staff, ruining the bank holiday weekend.
- The customer requests £500.00 in compensation, being £100.00 per day that the driveway was blocked.

The company's response is that:

- The company states that, on 22 August 2018, it confirmed that there was a leak on the water main in []. A team arrived on 24 August 2018 to complete the repair. This was

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anticipated to be straightforward and that there could be a same day reinstatement. There were complications with the repair as the controlling valves did not work as expected, cutting off the water supply to the whole of the water supply zone, affecting a large number of customers. The work had to be completed at night to minimise any disruption and the company was able to complete the repair early in the morning of 25 August 2018. The hole was filled, however the company was not able to complete the final tarmac reinstatement until Tuesday 28 August 2018 as the plants supplying tarmac were closed for the bank holiday weekend. The customer called numerous times as she was unhappy with the work outside her property and the delay to the final reinstatement being completed. The company acknowledges that some calls could have been handled better and that the work did restrict access to the customer's driveway. The company made a final offer to the customer of £250.00, but the customer did not accept this.

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 company attended on 24 August 2018 to repair a leak to the water main outside of the customer's property. I have been provided with the work order for this repair. I note that this was planned as an "SDR", a same-day reinstatement, expecting the work to be completed and

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repaired within one day. At around 16:20, the company determined that it would not be able to complete the job as planned due to the valve shutting off the water supply to a wide area. The work had to be completed after 23:00 in order to affect fewer people.

2. The work order indicates that, at 09:11 on 25 August 2018, the leak had been repaired. The repair to the tarmac was completed on 28 August 2018 and the barriers are noted to be ready for collection from four hours later, once the tarmac had cured.
3. I am satisfied that the job was delayed into the weekend due to unforeseen circumstances. I am satisfied that the job was completed in the shortest timescale possible, with the leak being repaired overnight from 24 to 25 August 2018, and with the hole being fully repaired during the morning of the first working day thereafter.
4. Notwithstanding this, due to the bank holiday weekend, the work was present outside the customer's house from the morning of 24 August 2018 to the afternoon or early evening of 28 August 2018, a period of five full days.
5. I have been provided with a photograph of the works, taken on 25 August 2018, that also shows the customer's driveway. In reviewing this photograph, I am not persuaded that the customer's driveway was blocked. However, I accept that it would have been more difficult to gain access to the customer's driveway as this would have required an approach from an angle, possibly bumping up the curb edge and crossing the edge of grass by the pavement. I am not persuaded that the works restricted any access, or that emergency services would have been unable to access the customer's property had this been necessary. I find that the position of the works will have been inconvenient to the customer, but I am not persuaded that the customer would have been unable to leave the driveway for the duration of the works.
6. In reviewing the customer service provided by the company, I acknowledge that no prior warning of the works was given. This was due to the company believing that the work could be completed without the water being turned off for a period of four hours or more, however the inspector that viewed the leak on 22 August 2018 should have left a card to ensure that the customer was aware that the repair would be taking place. As above, I am satisfied that the works did become more complex once they had been commenced and that the delays were unforeseen in nature.

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7. I am satisfied that the company did provide accurate advice to the customer during the morning of 24 August 2018 that the work was scheduled to be completed that same day as, at that time, the issues completing the repair had not been identified. However, the company did provide inaccurate timescales for the tarmac repair, stating that it was the first job of the day on Sunday 26 August 2018.
8. As above, I am also satisfied that the work will have inconvenienced the customer in accessing the driveway, despite access not being blocked or otherwise made impossible. I recognise that a leak may occur at any point on a water main, and that the company did take care to leave access to the driveway available, however I find that the failure to provide notice to the customer of the repair will have exacerbated the frustration caused by the location of the works.
9. I also note that there were four instances where the company failed to call the customer back, and that the workmen on site may have spoken to the customer in an unprofessional manner.
10. It is now necessary to determine a reasonable sum of compensation for these issues and the distress and inconvenience caused. I refer the customer to the Water Redress Scheme Guide to Compensation for Inconvenience and Distress, available on the WATRS website. This provides the guidelines for assessing compensation levels on a tiered scale, with various mitigating and aggravating factors that will reduce or increase the amount of compensation.
11. I find that the disruption caused by the repair works constitutes a Tier 2 complaint, with the works taking five days to complete during which time the customer did not have full and free access to the driveway. I find that the impact of the works was aggravated by the company failing to call the customer back, and where it provided inaccurate timescales for the repair of the tarmac. However, I accept that the company had no prior notice that the work would take five days to complete, and that its workmen did promptly provide the customer with an update that the repair would need to be completed during the night once they became aware of this. The company also completed the work in the shortest timescale available in light of the bank holiday weekend.
12. Tier 2 complaints warrant compensation of between £100.00 and £500.00. I consider that the customer's complaint falls in the middle of this tier, due to the length of time that there were disruptions and the aggravating factors above, but mitigated by the workmen keeping the customer advised promptly once issues were identified and that the customer did have access,

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albeit inconveniently, to the driveway. I consider the offered sum of £250.00 to be consistent with the Guidance and proportionate to the distress and inconvenience experienced. I therefore direct the company to pay the sum of £250.00 to the customer.

Outcome

The company [needs to take the following further action(s):

Pay the customer the sum of £250.00 in compensation.

What happens next?

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



Alison Dablin, LLM, MSc, MCI Arb

Adjudicator

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