

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1240

Date of Decision: 28 March 2019

Complaint

The customer submits that the company delayed both initially in progressing his application for a new water connection and then with refunding the application fee and costs paid when he revoked his application. He also complains about finding out after several months into the process that the quote provided by the company did not include pipe work up to the boundary of his property. He claims this is contrary to what he was told at the outset, which was that the supply pipe work would run up to the boundary of the property. He seeks £2500.00 in compensation and £7392.00 for the cost of rent plus interest.

Defence

The company denies any delay in processing the customer's application for a new water connection. It asserts that its Cost Advice and Design document, sent four days after the application fee was received, clearly and precisely showed where the new connection was to be made, which was on the public highway and not down the private road. The company denies that it was not clear from the information it provided to the customer. It accepts, however, that it delayed with refunding the costs paid following the customer revoking his application. The company did not make any settlement offer.

Findings

The company's Cost Advice and Design document supplied to the customer following receipt of his application, clearly demonstrates that the location of the connection point was at the end of the private road, as oppose to the rear of the customer's property. There is no evidence that the company provided incorrect or misleading advice to the customer regarding the location of the new water connection prior to this. The company processed the customer's application within a reasonable timeframe and there is a lack of evidence showing any delay by the company during the process of supplying the new connection prior to the customer revoking his application. The company did, however, delay in refunding the application fee and the costs paid. This is evidence of the company failing to provide its services to the customer to a reasonably expected standard. Therefore the company shall pay the customer £75.00 in compensation for the stress and inconvenience caused; however, no further compensation amounts from the company have been justified.

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Outcome

The company shall pay the customer £75.00 in compensation.

The customer must reply by 29 April 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1204

Date of Decision: 28 March 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- After paying the company to install a new water connection, there was a long delay before the company confirmed during further visits that it would not install its pipe work up to the boundary, at the rear of his property at [].
- The customer disputes that the company told him that it would not install pipe work to the boundary and only to the end of the private road, during its initial design documentation. He claims that the company informed him that it would include all fittings to the boundary.
- He requested a refund of the fee he paid of (approximately) £5000.00 and also compensation for causing him stress and for cost of his rent for the last six months. The customer asserts that he had to give up his 21 year long lease with a penalty; 18 months rent in advance. He asserts that all of the delay was on the company's part.
- After raising a complaint via the Consumer Council for Water (CCW), the company refunded £4688.00. The company also sent him a cheque for £180.00; however, it was in a different name that he cannot pay into any bank.
- The customer requests that the company pay him compensation of £1848.00 (6 months rent from July 2018 to January 2019; £5544.00 (18 months rent January 2019 to July 2020), interest on the amounts paid to the company and £2500.00 in compensation for stress and inconvenience.

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The company's response is that:

- Essentially this case is a matter of the customer paying for a new water connection and then revoking that application, followed by a delayed refund of the costs paid. It disputes that there was any incorrect practice during the application; however, it accepts that the refunded costs should have been processed faster.
- The customer submitted an application for a new connection by posting in an application form; his application was acknowledged and more information was requested by email. On 30 July 2018, the customer submitted the additional information in order to progress the application.
- Following the receipt of the payment for the application fee, which was paid for by the landlords of the property, Mr A Green and Mrs Green, on 9 August 2018, it sent the customer the Cost Advice and plans. These clearly show that the proposal was for the connection to be made at the boundary of the property, at the Point of Entry ("POE"). Page 3 of the Cost Advice show under Contestable Charges a proposed connection as such: "25mm Single Supply and 10m of Polyethylene pipe with a connection to the main on the Road". At no stage did it receive notice from the customer that he did not understand these plans.
- Alongside the plan that shows precisely where the connection was to be made, which was to be on the public highway and not down the private road, it believes that it was clear what these costs were for. It received payment for this on 3 September 2018.
- The customer did not let it know he had completed his private pipe work to connect to the proposed location as described above, which is Step 3 of the process as advised to the customer on the fifth page of the Cost Advice and on 8 October 2018 the customer contacted CCW to complaint about the delayed connection.
- On 19 October 2018, it visited the site where the customer was unhappy that the connection was to be made at the POE and not on the private road. It should be noted that the site visit confirmed that the customer had not completed any of the private work required. Following this, it received advice from the customer, via CCW, that he required a full refund.
- The request for the refund of the application fee, £180.00, was processed on 4 January 2019. The refund for the costs paid of £4488.00, was also refunded on 4 January 2019 although to Mr A Green and Mrs Green, not in the customer's name as he had not paid that cost. The initial refund for £180.00 was returned by the customer, asking for the name to be changed from the customer's name to the landlords and, having checked with them over the phone, its accounts processed that £180.00 cheque in the name of Mr A Green and Mrs Green on 27 February 2019.

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- It accepts that there was a delay, between 8 November 2018 and 4 January 2019, which could have been avoided. With that said, it does not believe that this delay warrants £2500.00 compensation, or for the £7392.00, plus interest, which the customer is seeking. It believes this to be a disproportionate request to the two-month delay in processing his refund request.

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. I remind the parties that adjudication is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
2. I acknowledge that the customer is a tenant of the Property and has a long lease. The dispute relates to the service provided by the company following the customer's application for a new water connection ('the Connection') in relation to the Property. The customer complains about delays by the company, initially in progressing his application and then with returning the application fee and costs paid. He also is unhappy about finding out several months into the process that the quote supplied by the company was only for pipe work from its mains up to the private road; he claims this is contrary to what he was told at the outset,

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which was that the supply pipe work would run up to the boundary of the Property. In response the company asserts that the stretch of road between the Property and Acre Road is a private road and so its quote was for a connection from its main in Acre Road, to the end of this private road; a length of 10 meters.

3. The company has supplied evidence in support of its stated position including an Event Time-line, its Cost Advice dated 13 April 2018, a Survey Drawing dated 13 April 2018 and the Stage 1 CCW Referral notice dated 5 November 2018. I also acknowledge receipt of the CCW document bundle that I find includes the customer's complaints to CCW dated 3 September 2018, 29 October 2018 and 12 November 2018.
4. Having reviewed the evidence, on balance I accept that:
 - a. The company received the customer's application for the Connection on 19 July 2018 and accepted it on 1 August 2018; however, it then asked the customer (via auto message generated from its system) for payment of the £180.00 fee, as this had not been paid.
 - b. Following the company's receipt of payment of the application fee of £180.00 on 9 August 2018, the company sent the customer its Cost Advice and Design on 13 August 2018.
 - c. In light of the Cost Advice, I accept that within this information, the company advised the customer of the process; page 5 states that Stage 1 was to make payment, Stage 2 was for the customer to install internal plumbing and that Stage 3 was for the customer to advise the company when they had completed the private pipe work up to the location of the Connection that would be laid by the company.
 - d. The quote in the Cost Advice states the price (£4344.00) for "25mm Single Supply and 10m of Polyethylene pipe with a connection to the main on the Road" and the Survey drawing dated 13 August 2018 supplied at Appendix 3, shows the location of the proposed Connection. I am satisfied from the information supplied to the customer that it was made sufficiently clear by the company that the cost quoted was only for 10 meters of pipe from its mains and a water connection at the end of the private road. Furthermore, I am satisfied that it was also clear that the customer was responsible for the plumbing up to this point. I acknowledge that the company received payment for this work on 3 September 2018 and that on the same day, it

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requested images from the customer that the site was ready i.e. that the pipe work had been laid to a minimum depth of 750mm, capped end of the pipe at the site boundary with 1m excess for it to connect and the internal stop tap installed and was secure. These requirements are also specified in the Cost Advice on pages 4 and 5.

5. The crux of the customer's complaint is that he states he was told that the pipe work to be supplied by the company would be up to the rear of the Property (not at the boundary of the private road). I acknowledge that one of the company's representatives visited the customer at the site sometime in July 2018, therefore I consider it may be during this visit that the customer believes he was misadvised by the company. However, in the absence of either clear submissions by the customer or substantive evidence to support his submission, I am unable to conclude that the company provided incorrect or misleading advice to the customer regarding the location of connection point, in the first instance. I acknowledge that following the company's subsequent site visit on 19 October 2018, during which it confirmed the location of the Connection, the customer decided to revoke the application as he realised then that the company would not supply the Connection at the boundary of the Property for the price quoted. However, as above, I find that the location of the Connection was made clear in the written Cost Advice and the Survey drawing provided to the customer on 13 August 2018, along with the description of the internal plumbing work that the customer needed to arrange in preparation for the Connection. Therefore, I do not find that the company failed to provide its services to a reasonably expected standard in this regard.
6. The customer has complained about delays on the part of the company. The company accepts that following the customer advising, via a letter from CCW dated 5 November 2018, that he wanted the Application revoked, it delayed in refunding the amounts paid until 4 January 2018. It accepts that it should have processed the refund faster and that the delay could have been avoided. As it is clear that there was an unreasonable delay by the company in refunding the amounts paid, I am satisfied that this is evidence of the company failing to provide its services to a reasonably expected standard. I acknowledge that there was a further delay in the refund of the application fee as the customer returned the cheque for £180.00 as it was not in his name. However, the customer has confirmed that the company has since re-issued this cheque in the customer's name (after the landlords agreed). I find, however, that the company is not responsible for this delay as it had issued the cheque in the same name by whom the application fee had been paid (the landlords) therefore I find no error by the company here.

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7. I find that the company is not responsible for any delays prior to this as I am satisfied that once the application fee was received by the company, it processed the customer's application and issued its Cost Advice and Design 4 days later on 13 August 2018. Therefore, I find this was within a reasonable timeframe and well within the company's 28-day timescale. It is clear that following its receipt of the payment on 3 September 2018, the company requested photographs from the customer of completed plumbing up to the connection location, but this was not received prior to the customer revoking the application. As such I find no evidence of delay by the company in this respect.

8. The customer seeks compensation of £2500.00 for stress and inconvenience and his wasted time, the cost of six months rental (£1848.00), a penalty of 18-months rental in advance (£5544.00) and interest on the costs paid. I do not consider that the customer has adequately explained the basis of his claims for rental costs or the penalty, totalling £7392.00. In any event, in light of my above findings, it has not been demonstrated that the company either provided incorrect advice in relation to the Connection or delayed with processing the customer's application for the same. As a consequence, this aspect of the claim cannot succeed. However, as above, the company failed to provide its services to a reasonably expected standard when it delayed in refunding the application fee and cost paid. Whilst I find that this error does not justify the full amount of compensation sought, in the circumstances, I find that the company shall pay the customer of £75.00 for the stress and inconvenience caused by the company's delay in refunding the application fee and cost paid. The company is not liable to pay the customer interest on the cost of the application and Connection as the Scheme Rules do not allow for this. This aspect of the claim therefore cannot succeed.

Outcome

The company shall pay the customer £75.00 in compensation.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 29 April 2019 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.
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A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice), MCIArb

Adjudicator

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