

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1248

Date of Decision: 15 March 2019

Complaint

The customer submits that the meter is located outside the property, the chamber was always full of water and she struggled to switch off the Outside Stop Valve (OSV). She reported this on several occasions to the company. She also experienced a whistling noise in her taps, possibly as a result of high pressure. She was advised by the company via webchat that it would attend and investigate within 4 – 6 hours. However, the company did not attend for three days. The company also made an error by accidentally crediting her account with £400.00. She then received a cheque for £340.00 without any explanation. This had also been issued by the company in error. The company provided compensation but she remains unhappy with the poor service she received. The customer requests a further unspecified sum of compensation, an apology and that the company review its internal processes.

Defence

The company submits that it attended the property on three separate occasions. It found no leak present but rainwater in the boundary box housing the OSV and meter. It fitted a new lid to the boundary box on 28 September 2017. On 20 August 2018, it confirmed the water pressure at the OSV to be 2.5 bar. This is adequate pressure and not high. It acknowledges that a number of mistakes were made in this case. It has apologised for the mistakes made. A total of £250.00 has been paid to the customer in recognition of customer service failings. In addition, a Customer Guarantee Scheme (CGS) payment for £40.00 was also sent to the customer.

Findings

The evidence does not indicate that the company resolved the underlying issue causing seepage of water into the meter chamber within a reasonable time. However, no evidence has been submitted to this adjudication to show that the whistling noise complained of is the fault of the company's and/or that the company is required to address the noise being experienced within the property. The company accepts that a number of mistakes were made in this case. However, with the exception of the issue of the water seepage in the meter chamber, I am satisfied that the customer has been adequately compensated for the level of service provided by the company. The company's internal processes are a business matter for the company alone to determine and fall outside the scope of WATRS.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.



Outcome

The company needs to take the following further action:

I direct that the company pay the customer an additional £50.00. I also direct that an authorised representative of the company provide the customer with a written apology.

The customer must reply by 12 April 2019 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- She remains unhappy with the poor service she received as part of her journey with the company.
- The customer requests a further unspecified amount of compensation, an apology and that the company review its internal processes.

The company's response is that:

- It attended the property on three separate occasions; on 17 January 2017, 28 September 2017 and 20 August 2018.
- It found no leak present but rainwater in the boundary box housing the OSV and meter. It fitted a new lid to the boundary box on 28 September 2017.
- On 20 August 2018, it confirmed the water pressure at the OSV to be 2.5 bar. This is adequate pressure and not high.
- It acknowledges that a number of mistakes were made in this case. It has apologised for the mistakes made and goodwill payments have also been made by way of an apology.
- A total of £200.00 goodwill has been sent to the customer in recognition of customer service failings and a further £50.00 was added to the customer's water services account. In addition, a Customer Guarantee Scheme (CGS) payment for £40.00 was also sent to the customer.
- It should be borne in mind that the customer has not incurred any losses or costs and, as such, the £250.00 of goodwill payments made are generous and a fair reflection of the circumstances.

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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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 must remind the parties that adjudication is an evidence-based process.
2. 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.

Water in meter chamber

3. The company's obligation is to resolve any reported issues within a reasonable timeframe. This is because a company cannot be held responsible for any faults it is not aware of, and has not been given the opportunity to resolve.
4. The evidence shows that the customer first reported a leak on her OSV to the company on 16 January 2017. The company attended the property on 17 January 2017 and determined that, although there was no leak, rainwater was seeping into the chamber. The company pumped out the water and the Technician's notes state that the chamber was not filling back up. However, I note that the company did not address the underlying issue, which was that rainwater was entering the chamber.
5. The customer contacted the company again on 26 September 2017 to report that the chamber was full of water again. The company attended on 28 September 2017 and fitted a new lid.
6. However, on 19 August 2018, the customer contacted the company again to report that the chamber was full of water again. The company attended the property on 20 August 2018, the next day. I note that the Technician's notes do not confirm whether the issue complained of was addressed.
7. The customer states that the company eventually sealed the lid but only after the Consumer Council for Water (CCW) intervened. The evidence shows that CCW took on the customer's case at the end of August 2018, and following a number of discussions the company attended

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

the property again on 15 November 2018. Although during the visit the Technician noted that there were no visible leaks in or around the chamber, I am mindful that, as discussed above, the company's own account notes show the customer reported that the chamber was full of water on 19 August 2018, and that there is no evidence to show that the issue was addressed during the Technician's visit on 20 August 2018. It is therefore not clear from the evidence submitted to this adjudication that the company adequately addressed with the issue following the customer's complaint on 19 August 2018. Further, the customer's submissions are clear, credible and consistent. I will therefore accept on a balance of probabilities, the customer's confirmation that the issue was only resolved following the escalation of the matter to CCW.

8. In view of the above, although I am satisfied that each time the customer contacted the company to notify it of the issue the company attended the property within a reasonable time, the evidence does not indicate that the company ultimately resolved the underlying issue concerning the seepage of water into the meter chamber within a reasonable time.
9. I therefore find that the company failed to provide its services to the standard to be reasonably expected by the average person with regards to resolving the rainwater seepage in the meter chamber.

Whistling noise in taps

10. The customer first reported a whistling noise coming from her taps on 17 August 2018.
11. The company confirms that it incorrectly advised that it would attend within 4-6 hours, and did not then attend until 20 August 2018, three days later. I find that the company failed to provide its services to the standard to be reasonably expected in these regards.
12. The account notes confirm that during the company's investigations the water pressure tested at the OSV was 2.5 bar, which was an adequate level of pressure. The evidence also shows that the customer's supply has a District Meter in situ, which means that the company is continuously recording the water pressure in her area.
13. The company is legally only responsible for the water main, the communication pipe from the water main to the boundary of a property and the OSV. Property owners or occupiers are

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

responsible for pipework that runs from the boundary of the property to the property and all the pipework, fixtures and fittings inside the property.

14. The evidence submitted to this adjudication shows that the company is supplying water to boundary of the property within the threshold required. No evidence has been submitted to this adjudication to show that that the issue complained of is the fault of the company's and/or that the company is required to address the whistling noise being experienced within the property. I therefore find no failing on the company's part in this regard.

Customer service

15. The company accepts that a number of mistakes were made in this case.

16. I have already addressed the company's provision of incorrect information and failure to attend within 4-6 hours on 17 August 2018 as promised. The company also accepts that it ended a webchat on 17 August 2018 abruptly. I find that the company failed in its obligations to the customer in these regards. However, I note that the company paid the customer £100.00 as compensation for these failings. I find that this was appropriate and sufficient.

17. The company also acknowledges an error in its email of 23 November 2018; its error in incorrectly adding a credit of £415.19 to the customer's account; and its error in incorrectly sending a cheque for £340.85 to the customer. I find that the company failed to provide its services to the standard to be reasonably expected by the average person in these regards. However, I note that the company paid the customer £50.00 as compensation for each of these failings. Again, I find that this was appropriate and sufficient.

18. Finally, I note that the company accepted that it failed to fully address the customer's complaint in its 28 August 2018 response. The company sent the customer a £40.00 CGS payment. I find that the company failed in its obligations to the customer in this regard. However, again, I find that this payment was appropriate and sufficient.

Redress

19. In respect of the customer's request that the company review its internal processes, it is not in dispute that the company failed to provide a reasonable level of customer service during the

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

period of the complaint. This issue has been addressed and redress provided. The company's internal processes are a business matter for the company alone to determine and fall outside the scope of WATRS. Consequently, this aspect of the customer's claim for redress cannot be considered.

20. In respect of the customer's request for further compensation, with the exception of the issue of the water in the meter chamber, I am satisfied that the customer has been adequately compensated for the level of service provided by the company. With regard to the issue of the water in the meter chamber, in view of my findings above that the evidence does not indicate that the company resolved the underlying issue within a reasonable time, I am satisfied that the customer is entitled to a measure of compensation for the stress and inconvenience caused. Having carefully considered the matter, I find that the sum of £50.00 is fair and reasonable in the circumstances. No evidence has been submitted to this adjudication to support a higher amount. I therefore direct that the company pay the customer an additional £50.00.

21. Finally, the customer also requests an apology. In light of my finding above, I find that it would be fair and reasonable to direct that an authorised representative of the company provide the customer with a written apology.

Outcome

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

I direct that the company pay the customer an additional £50.00. I also direct that an authorised representative of the company provide the customer with a written apology.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 12 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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

- 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.
-



U Obi LLB (Hons) MCI Arb
Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.