

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1260

Date of Decision: 26 February 2019

Complaint

The customer's claim is the company took an excessive amount of time to repair flood damage caused by the company carrying out work identified within a Smarter Home Visit. The flooding caused damage to the walls of the studio apartment within the customer's property and to an existing rug, both of which prevented the customer letting out the apartment for the period of works. The customer is seeking the company to provide an apology and pay compensation of £2,500.00 for loss of rent plus interest.

Defence

The company acknowledges there were two leaks on toilets within the customer's home which were identified by the earlier Smarter Home Visit. The company submits that no leaks were caused by the company or its contractors, however, to help resolve the issue the company redecorated the studio apartment walls and proved both a £50.00 voucher and a £60.00 cheque with regard to the damaged rug, which the customer has accepted. With regard to any loss of rent, the delay in the offered repairs was due to customer's requesting a Saturday appointment. Furthermore, the apartment was not at any time uninhabitable and accordingly there was no loss of rent. The company has not made any further offers of settlement.

Findings

I am satisfied that the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to the alleged flood damage. Furthermore, I am satisfied the offered repair works were done by the company as quickly as it could, considering the circumstances. With regard to customer service, I am satisfied there have been no failings as the company has provided a good level of service at all times throughout its dialogue with the customer.

Outcome

The company needs to take no further action.

- The customer must reply by 26 March 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.

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Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The customer's claim is the company took an excessive amount of time to repair flood damage caused by the company to his property.
- The customer further states the excessive time for repairs resulted in the customer incurring loss of rental income of £2,500.00.
- The customer is seeking for the company to pay compensation of £2,500.00 for loss of rent, interest on the lost rent and to provide an apology for the delay.

The company's response is that:

- The company acknowledges there were various leaks on the pipework within the customer's home which were identified by an earlier Smarter Home Visit.
- However, no further leaks or damage were caused by the company or its contractors when repairing the leaks identified by the Smarter Home Visit.
- To help resolve the issue the company as a goodwill gesture redecorated the customer's studio apartment walls and provided both a £50.00 voucher and a £60.00 cheque with regard to the damaged rug, which the customer has accepted. Accordingly, no further sums are due in this regard.
- With regard to any loss of rent, the delay in the offered repairs was due to customer requesting a Saturday appointment and the apartment was not at any time uninhabitable. The customer was aware that his request for a Saturday appointment would delay the repairs and he accepted such.
- The company has provided a good level of service at all times throughout its dialogue with the customer and therefore the company is not liable for any damages in this respect.

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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 dispute centres on whether the customer is entitled to compensation of £2,500.00 for the loss of rent due to the amount of time the company took to repair the customer's damaged studio. The company is required to meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to investigate fully if the company's assets are to blame and, if repairs are needed, make such repairs to prevent further leaks.
2. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Customer Guarantee Scheme.
3. From the evidence put forward by the customer and the company, I understand that on 29 June 2018 the company undertook a Smarter Home Visit at the customer's property. During this visit it was identified that two of the customer's toilets were leaking. On 9 July 2018, as part of its program to help customers to avoid wasting water the company arranged for a plumber to

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attend the property to fix the leaks. The plumber was unable to fix the second leak and as shown by the company notes he was requested to leave it as it may damage the surrounding tiles. On 16 July 2018, the customer made a complaint to the company stating that the company had caused flooding whilst repairing the toilets. The company reattended the property on 18 July 2018 and fixed the leak on the second toilet. On 19 July 2018, the customer once again contacted the company stating noises were emanating from the company's water saving devices which had been fitted. The company's technicians attended the property on 20 July 2018 and fixed the issues with the noisy pipes. However, the following day the customer contacted the company to advise his toilet was leaking again and had damaged his walls and flooring. The company attended the property on 23 July 2018, however, the company could not find any evidence of any flooding and requested the customer provide evidence of the water damage to both the walls and flooring. After careful analysis of the various correspondence and photographs I am satisfied that on the balance of evidence the company's repair works did not cause flooding of the customer's property. The customer's internal pipework is private and, as such, is the responsibility of the customer to maintain and repair. The company's attendance to carry out any repair works does not alter the customer's ownership or responsibility for maintenance or repair. The company identified existing leaks in the customer's pipe work before any remedial works had been undertaken and the company identified on its visit on 23 July 2018, the shower door seal was leaking, and a condensation had formed on the walls due to an earlier use of the shower. In my view, it is likely that the damage to the walls and rug likely emanated from these leaks or condensation from use of the shower. Between 23 July 2018 and 15 August 2018 various discussions took place between the parties ending with the company agreeing as a gesture of goodwill to repair the walls in the studio area and provide a £50.00 voucher for a damaged rug. The evidence shows this was agreed by the customer. Further discussion took place between the parties during the period 15 August 2018 to 6 September 2018, resulting in the company providing the customer with a cheque for £60.00, as within the discussions he stated the £50.00 for the rug was insufficient.

4. With regards to the repairs the evidence shows the company's contractors contacted the customer on 23 August 2018 to arrange a suitable time for the repairs. The customer requested the company contractors to attend only on a Saturday and was advised the earliest Saturday appointment was 29 September 2018, which the customer accepted. The repairs to the customer's property were completed on 29 September 2018, approximately five weeks after the date the company's contractors contacted the customer to discuss what works were needed. Within the company's defence it is explained that the delay was mainly due to the customer's request that the works be done on a Saturday. After careful analysis of the various

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correspondence between the parties, I am satisfied that the company maintained an ongoing dialogue with the customer at each stage of the works. In light of the above, I find there are no grounds to conclude that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the length of time taken to repair the property.

5. The customer has stated that due to the length of the repairs he was unable to rent out the studio apartment within his property. As above I have found the company did not fail to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the length of time taken to repair the property. The customer requested the company contractors to attend only on a Saturday and was advised that the earliest Saturday appointment was 29 September 2018, which the customer accepted. There is no evidence to suggest the property was uninhabitable or the customer's existing tenant left the property due to flooding or subsequent repair works. As stated by the customer the existing tenant left the property to return to his home country, not that he left for any other reason. Furthermore, there is no evidence the company's repair works caused the damage to the customer's property. The WATRS scheme is evidence based and I am satisfied that the customer has neither supported his position with evidence or explained why he is unable to do so. Accordingly, I accept the company's position and find that no sums are due in this regard.
6. The company has certain obligations in respect of its customer services. From the evidence provided I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind the delay in repairs to the customer's property.
7. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied that the company has not failed to provide its services to the customer to the standard to be reasonably expected by the average person as explained above. Therefore, I find the company is not required to provide an apology with regard to the delay in works.
8. In light of the above, I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to the time to repair the leaks and damage within the customer's property. Furthermore, I am satisfied the works were done by the company as quickly as it could, considering the circumstances. With regard to customer

service, I am satisfied there have been no failings as the company has provided a good level of service at all times throughout its dialogue with the customer.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 26 March 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 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.



**Mark Ledger FCI Arb
Adjudicator**