

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT 1269

Date of Decision: 15 April 2019

Complaint

The customer submits that following floods in May 2018 one of the manhole covers in his back garden broke due to the water overflowing. He has two young children and as the manhole is not secure he felt that this was not safe. He contacted the company. There then followed issues with missed appointments and communication breakdowns between the company and its contractors. After months of negotiations, the company completed the works in January 2019. The company has apologised and offered £300.00 for its service failings, however, he does not feel that this reflects the time he has had to take off work and all the issues experienced. The customer requests compensation in the sum of £1.500.00.

Defence

The company acknowledges that the service the customer has received has not been to the standard to be reasonably expected. The company submits that on 25 May 2018 the customer contacted it to report that one of the manholes in his garden was seeping following heavy rainfall. There was some difficulty arranging access with the customer due to his work commitments, and the repair did take longer than would normally be expected. It has paid £40.00 per incident for two missed appointments. This is in accordance with its General Guaranteed Standards scheme. An offer of £300.00 has also been made to the customer in recognition of the poor service he received.

Findings

The company's obligation is to resolve reported faults within a reasonable period of time. For the avoidance of doubt, the company also bears responsibility for the actions and/or omissions of its contractors. The customer reported an issue with a manhole on his property on 25 May 2018. The company did not complete works required until 21 January 2019; some eight months after the issue was first raised. The company failed to meet its obligations to act within a reasonable time period and failed to provide its services to the customer to the standard to be reasonably expected by the average person during the period of the complaint. However, the sum sought is disproportionate to the breaches shown. In addition, the customer has not shown that the company is liable to compensate him based on his hourly rate. I also take into account the fact that the company already paid £80.00 for the missed appointments and late payment of the GSS. The company has also offered the customer compensation in the sum of £300.00. The company's

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offer represents a fair and reasonable remedial sum. No evidence has been submitted to this adjudication to support a higher sum of compensation for the breaches shown.

Outcome

The company needs to take the following further action:

I direct that the company pay the customer compensation in the sum of £300.00.

The customer must reply by 15 May 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- Following floods in May 2018 one of the manhole covers in his back garden broke due to the water overflowing. He has two young children and as the manhole is not secure or fit for purpose he felt that this was not safe.
- He contacted the company who confirmed that there are six manhole covers on his property, and that one of these would need replacing whilst the remainder would require securing. However, there then followed issues with missed appointments and communication breakdowns between the company and its contractors.
- After months of negotiations, the company completed the works in January 2019.
- The company has apologised and offered £300.00 for its service failings, however, he does not feel that this reflects the time he has had to take off work and all the issues experienced.
- The customer requests compensation in the sum of £1.500.00.

The company's response is that:

- It acknowledges that the service the customer has received has not been to the standard to be reasonably expected.
- On 25 May 2018 the customer contacted it to report that one of the manholes in his garden was seeping following heavy rainfall. There was some difficulty arranging access with the customer due to his work commitments, and the repair did take longer than would normally be expected.

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- It has paid £40.00 per incident for missed appointments on 24 June 2018 and 7 October 2018. This is in accordance with its General Guaranteed Standards scheme. An offer of £300.00 has also been made to the customer in recognition of the poor service he received.

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 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.

Manhole fault

3. The company acknowledges that the service the customer received was not to the standard to be reasonably expected.

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4. The company's obligation is to resolve reported faults within a reasonable period of time. For the avoidance of doubt, the company also bears responsibility for the actions and/or omissions of its contractors.
5. The customer reported an issue with a manhole on his property on 25 May 2018. The company did not complete works required until 21 January 2019; eight months after the issue was first raised, and failed to meet its obligations to act within a reasonable time period.
6. The evidence shows that the customer had to contact the company on numerous occasions in relation to the matter.
7. The evidence also shows that the company made three attempts to attend the customer's property without notice on the same day on three occasions – 13 June 2018; 27 June 2018; and 28 September 2018. I am mindful that by the 27 June 2018 and 28 September 2018 visits, the company was aware that the customer worked and required advance notice to facilitate access.
8. The customer's submissions are clear, credible and consistent with the documents. I therefore also accept the customer's submissions that he asked that the company contact him via email, as due to his job he is unable to answer calls during the day, but the company failed to do so.
9. The company missed an appointment on Sunday 24 June 2018, despite the customer contacting it on a number of occasions on the day to check that the engineer was still attending. The customer was then subsequently informed that the company's contractors did not in fact work on the weekends. The company also failed to attend the property as scheduled on 7 October 2018.
10. Although the company made GSS payments to the customer for the appointments missed on 24 June 2018 and 7 October 2018, I note that it was only after the customer was forced to escalate the matter to the Consumer Council for Water (CCW) and CCW became involved that the company made GSS payments to the customer for the missed appointments.
11. The evidence also suggests that on successfully attending the property, the company failed to make thorough and/or proper assessments of the manholes which resulted in it having to make a number of assessment visits on 28 June 2018, 31 August 2018, and 7 November 2018.

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12. As discussed above, I accept that the customer's account is an accurate reflection of the dealings between the parties. I therefore also accept the customer's submissions that during a visit on 28 June 2018, an engineer was discourteous.
13. Following the inspection visits, on 21 November 2018 the company attended the property to undertake the required repairs. The company states that two manholes were replaced and the other covers were screwed down; however, the repair team was short of two screws so had to arrange to return the following week to complete the repair.
14. Further when it then attended the site again on 28 November 2018 to replace the remaining screws, one of the screws could not be replaced as there was no thread and drilling was required. I am mindful that the evidence shows that this problem was first identified by the company on 31 August 2018; some three months previously.
15. The company finally completed the job on 21 January 2019; eight months after the issue was first raised.
16. It is clear from all of the above that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person during the period of the complaint.

Redress

17. In light of my findings that the company failed to provide its services to the customer to the standard to be reasonably expected, I am satisfied that the customer is entitled to a measure of compensation for the stress and inconvenience suffered as a result. However, I find that the sum sought is disproportionate to the breaches shown. In addition, the customer has not shown that the company is liable to compensate him based on his hourly rate. I also take into account the fact that the company already paid the customer £80.00 for the missed appointments and late payment of the GSS. The company has also offered the customer compensation in the sum of £300.00. Having carefully considered the evidence provided, I am satisfied that the company's offer represent a fair and reasonable remedial sum. No evidence has been submitted to this adjudication to support a higher sum of compensation for the breaches shown. I therefore direct that the company pay the customer compensation in the sum of £300.00.

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Outcome

The company needs to take the following further action:

I direct that the company pay the customer compensation in the sum of £300.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 15 May 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.



U Obi LLB (Hons) MCI Arb
Adjudicator

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