

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1292

Date of Decision: 4 April 2019

Complaint

The customer states that the company allowed debris to enter his water supply when it undertook a repair. He seeks compensation of £1,000.00 for the distress and inconvenience that resulted.

Defence

The company acknowledges that debris entered the customer's water supply, but argues that it appropriately addressed the problems the customer experienced. It has already paid the customer compensation of £150.00 and has offered an additional payment of £150.00, but this additional payment was declined.

Findings

I find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in undertaking the repair to the leaking stop tap at the customer's property.

Outcome

The company needs to take the following further action: It must pay the customer compensation of £600.00.

The customer must reply by 6 May to accept or reject this decision.

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Date of Decision: 4 April 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- In October 2018, the company repaired a leaking stop tap that serves his property.
- The stop tap had leaked on three previous occasions, and repairs had been undertaken without incident.
- The company's agents left the property after the repair without checking the customer's water pressure.
- The customer found that he had no water.
- He phoned the company every day, sometimes more than once, to check on progress.
- He was not allowed to speak with a manager.
- He was without water upstairs in his property for 6 days.
- His new boiler was damaged by debris, meaning that he had no water for bathing and no heating for 6 days.
- He was forced to travel to his mother's house to bathe.
- He was not able to care for his grandchildren, as he does two days a week, as the house was too cold.
- He was initially told by the company's engineer that the pipe needed to be flushed and the excavation would not be backfilled until this was done.
- A couple of days later, a truck arrived to backfill the hole. He contacted the company, but no action was taken to stop the backfill being performed.

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- The flush was ultimately performed, but he was told by the plumber that it would have been more effective if it could have been done before the backfill was completed.
- The parts required to fix his water supply were easily obtainable and the repair should have taken 24 hours, not 6 days.
- The company's agents showed no sign of empathy or concern with his situation.
- In early December he completed a new shower room, but within a week parts had to be replaced due to debris in the water.
- In January 2019 he realised that his washing machine and dishwasher were not performing properly, and found that debris from the water supply had blocked the inlet filters.
- He claims compensation of £1,000.00 for the stress and upset he experienced.

The company's response is that:

- On 8 October 2018, the company received a call reporting a leak.
- On 11 October 2018, a repair was undertaken to the stop tap supplying the customer's property.
- The same day, the customer made contact to report that he was experiencing poor water pressure. He was told to undertake an internal stop tap test.
- On 12 October 2018, the customer made contact to report that he had undertaken the test and debris was coming through the tap.
- The company attended the property later that day, and found that the internal pipework had become blocked with small particles of copper.
- The company's engineer confirmed that the water pipe would be flushed before the excavation was completed.
- The company arranged for a plumber to visit the customer's property that afternoon.
- The plumber did not have the parts required to undertake the repairs, but they were placed on order.
- On 14 October 2018, the company completed the reinstatement of the excavated area. The notice to the local highway authority was expiring and could not be extended.
- The filling of the excavated area had no impact on the ability of the company to flush the pipe.
- The plumber employed by the company confirmed on 15 October 2018 that he now had the required parts, and made an appointment for 17 October 2018.
- On 17 October 2018, the plumber attended and performed the repairs.
- On 4 December 2018, the customer reported problems with his shower.

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- The company arranged for a plumber to attend the property on 6 December 2018, and repairs were undertaken on 7 December 2018.
- On 14 December 2018, a filter was installed at the boundary box.
- The filter was removed on 28 December 2018, and was found to be clear.
- The company argues that it has responded appropriately and in a timely manner to the problems experienced by the customer.
- The customer has already received a credit of £150.00.
- A further credit of £150.00 has been offered, but declined by the customer.

The customer's comments on the company's defence are that:

- He had no water at all on the first day, and only a small flow of water downstairs for the following 5 days.
- The problems were caused by debris being allowed to enter the pipe while the work was being performed.
- He reiterates that the parts needed by the plumber were easily obtainable.
- He only received a single phone call from the company while the problem was ongoing, and did not hear from a manager until December, after he contacted CCWater.
- The company has shown no understanding of or empathy with the inconvenience and suffering his family has been caused.

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.

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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 facts underlying this dispute are fundamentally agreed between the parties. A repair needed to be undertaken on the stop tap supplying the customer's property. During the repair some external debris entered the pipe, and this debris subsequently caused problems with the customer's water supply.
2. Where the parties disagree is the degree to which the problems experienced by the customer reflect a failure by the company to provide its services to the customer to the standard to be reasonably expected by the average person, and the level of compensation the customer should receive. The customer has requested compensation of £1,000.00, whereas the company has offered £300.00, including £150.00 already provided to the customer.
3. Based on the evidence available to me, I find that it is significantly more likely than not that the problems experienced by the customer arose from a failure by the company to provide its services to the customer to the standard to be reasonably expected by the average person when it undertook the repair to the leaking stop tap at the customer's property. I find that this is true not only for the original loss of water pressure experienced by the customer, but for the subsequent problems up to and including the problems the customer experienced with his washing machine and dishwasher. While these latter problems were discovered significantly after the initial contamination of the customer's water supply, the customer has provided photographic evidence sufficient to make it more likely than not that they arose from that initial water contamination.
4. The customer was without water in much of his property for 6 days, during which period he was required to impose on family in order to be able to perform ordinary self-care functions. Moreover, the lack of water in his property affected not only his ability to bathe but also his ability to heat his property. The customer also experienced problems with a newly-installed boiler and a new shower room, both being direct consequences of the company's failure to keep debris from entering the pipe. These were then followed by difficulties with a washing machine and dishwasher. The company argues that it responded appropriately to the problems the

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customer experienced, including sending both engineers and plumbers, and I acknowledge that the company made appropriate efforts to respond to the problems the customer was experiencing. However, it remains the case that these actions were only required because of the company's initial failure to keep debris from entering the customer's water supply, and so the customer is entitled to compensation for the inconvenience and distress he experienced. The company's subsequent actions are relevant to the degree that they reduced the customer's inconvenience and distress, thereby reducing the level of compensation to which the customer is entitled.

5. In consultation with the WATRS Guide to compensation for inconvenience and distress, I find that an award to the customer of £750.00 would be fair and appropriate given the clear inconvenience that he has experienced. However, I acknowledge that the company has already provided compensation of £150.00 to the customer, and this is appropriately deducted from the amount now awarded.
6. Consequently, the company must pay the customer compensation of £600.00 for failing to provide its services to the customer to the standard to be reasonably expected by the average person.

Outcome

The company needs to take the following further action:

It must pay the customer compensation of £600.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 6 May 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.

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- 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.
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Tony Cole

Tony Cole, FCI Arb

Adjudicator

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