

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1603

Date of Decision: 24 September 2019

Complaint

The customer submits the company failed to clean up after carrying out works at her property, causing her to incur cleaning costs and causing damage to her indoor furnishings. She also submits the company failed to provide bottled water as agreed following a problem with the quality of her water supply. She claims for the company to pay £150.00 to reimburse the costs of jet washing, £100.00 for a replacement rug and £100.00 to reimburse the costs of bottled water.

Defence

The company denies the claim. It submits it cleaned the customer's property after completing works and denies it damaged her rug. It found no issues with the customer's water quality and did not agree to provide her with bottled water.

Findings

The customer has not proven any failing by the company.

Outcome

The company does not need to take any further action.

The customer must reply by 22 October 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.

ADJUDICATOR'S DECISION

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Date of Decision: 24 September 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The company identified a leak at her property and dug up the pavement to investigate. It left this open for 10 days before informing her leak was under her house and she would have to engage a private plumber.
- She paid £80.00 for a plumber who told her the leak was not under her house.
- The company then dug up another area to repair the leak. The company did not clean up properly and left a mess. She has provided photographs showing this.
- As a result of the mud left on her path, mud entered her house and ruined a rug.
- She also complains about her water quality. She submits the company promised her free bottled water but this was not provided and so she incurred costs herself.
- She claims £150.00 for the cost of jet washing her garden path, £100.00 for a new rug and £100.00 for the costs of bottled water.
- She has no comments on the company's defence.

The company's response is that:

- It investigated the customer's concerns regarding her water quality and found it met the required standards. It has no record that it agreed to purchase the customer bottled water.

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- It has outlined the leak investigations undertaken at the customer's property. It completed the first reinstatement in 8 working days and the second in 5 working days. It has paid the customer £150.00 for the inconvenience and also paid her £80.00 to reimburse her plumber's fee.
- It has enclosed photographs to show it did clean up the area after completing works on 2 April 2019.
- It did not enter the customer's property and so cannot understand how it could have damaged her rug.
- It has enclosed evidence to show the customer made an insurance claim for damage to her rug and path. This was unsuccessful as the customer could not substantiate her losses.

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. Under WATRS rule 3.5 the scheme cannot be used to settle disputes about water quality. I therefore cannot comment on whether there was any issue with the quality of the customer's water. Consequently, I cannot make any findings on the customer's claim for compensation for the cost of bottled water.

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2. In regards to the customer's claim for the cost of cleaning her path, I note the customer has provided photographs to evidence the mess left by the company.
3. The customer's photographs are dated 23 March 2019 and show a limited amount of water and/or mud on the paving area of a property. However, the customer has not provided any photographs of her property before the company undertook any works or, any photographs once the works were complete. I am therefore unable to ascertain from the customer's evidence whether the company caused a mess and then failed to properly clean it up.
4. I note the company has provided undated photographs to show it left the customer's property clean. However, as these photographs are undated they are of little evidential value.
5. It is for the customer to prove her claim on a balance of probabilities. Having considered the evidence provided I find the customer has not proven that the company failed to leave her property reasonably clean and tidy. I therefore find the customer's claim for the costs of jet washing is unable to succeed.
6. In regards to the customer's claim for the cost of a replacement rug, I note the customer has not explained how the company was responsible for damage to a rug within her property and she has not provided evidence to show it caused any damage.
7. I find the customer has not proven any failing by the company in this regard and therefore her claim for the cost of a rug is unable to succeed.

Outcome

The company does not need to take any further action.

What happens next?

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- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 22 October 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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Justine Mensa-Bonsu, LLB (Hons), PGDL (BVC)

Adjudicator

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