

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1620

Date of Decision: 10 October 2019

Complaint

The customer's claim is the company has failed to repair a manhole cover outside his property in a timely manner. The manhole cover has caused continual noise at the customer's property due to traffic, which in turn has led to inconvenience and distress. The customer is seeking the company to provide an apology and pay compensation for the inconvenience and distress incurred.

Defence

The manhole lid covers a valve on company's water supply network, and access is required to this valve. The valve is located in the carriageway on a busy traffic route and gets driven over frequently. The company has carried out several repairs to the manhole cover to try and resolve the noise issue, using different lids. The issue was resolved on 20 August 2019 and there have been no further reports of any noise from the cover. The company has made a payment of £25 to the customer on 8 February 2019 to recognise the service he had received. A further payment of £25 was also offered but has not been accepted. Accordingly, no further sums are due. Furthermore, the company states there were no failings with regard to customer service as the company has provided a good level of service throughout its dialogue with the customer. The company has not made any further offers of settlement.

Findings

I find the customer has proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the repair of the manhole cover. With regard to customer service, I am satisfied there have been no failings with regard to customer service as the company has provided a good level of service throughout its dialogue with the customer. Therefore, I direct the company to pay £75.00 to the customer.

Outcome

The company shall pay £75.00 to the customer

The customer must reply by 7 November 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 10 October 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The company has failed to repair a manhole cover outside his property in a timely manner.
- The manhole cover has caused continual noise at the customer's property due to traffic, which in turn has led to inconvenience and distress.
- The customer is seeking the company to provide an apology and pay compensation for the inconvenience and distress incurred.

The company's response is that:

- The manhole lid covers a valve on company's water supply network, and access is required to this valve. The valve is located in the carriageway on a busy traffic route and gets driven over frequently.
- The company has carried out several repairs to the cover to try and resolve the noise issue, using different lids. The issue was resolved on 20 August 2019 and there have been no further reports of any noise from the cover.
- The company has made a payment of £25.00 to the customer on 8 February 2019 to recognise the service he had received. A further payment of £25.00 was also offered but has not been accepted. Accordingly, no further sums are due.
- Furthermore, the company asserts it has provided a good level of service at all times throughout its dialogue with the customer. Therefore, the company submits it is not liable for any further damages in this respect.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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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 the company has failed to provide its services to the standard one would reasonably expect and 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 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 where the company has failed to repair a noisy manhole cover in a timely manner. 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 8 March 2017 the customer contacted the company to report a noisy manhole cover outside his property. The company attended site on 9 March 2017 and noted what work was needed to resolve this issue, however, the evidence shows no repair was carried out. On 13 August 2018, the customer once again contacted the company to report that the cover was still noisy and had not been repaired following his previous report. The company made a visit the same day and after a further visit on 16 August 2018 it was noted that due to the location of the cover in the carriageway, and the nature of the road, the company could only carry out the repair using traffic

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lights. Between 4 September 2018 and 2 October 2018, the company discussed the matter with the highway authority (HA) to arrange the traffic management and on 7 October 2018 the repair was scheduled for 20 October 2018. The company attended the site on 20 October 2018 but were unable to set up the traffic lights in the way that the HA had stipulated, therefore, the repair had to be aborted. On 22 October 2018 the company received a further email from the customer and replied on 2 November 2018 to advise why the work had not yet been carried out, and to confirm that the company were due to meet with the HA to discuss the traffic management further. The evidence shows that following a meeting with the HA the repair was planned in for 20 January 2019 and an email was sent to the customer on 14 November 2018 to confirm the repair date. On 20 January 2019 the company attended the site and carried out the work to the manhole cover and an email was sent to the customer on 24 January 2019 to confirm that the repair was complete. On 25 January 2019 the customer contacted the company to request compensation and was offered £25.00 which was accepted. On 12 February 2019 the customer once again contacted the company to report that the cover was noisy again. The company attended on 13 February 2019 and raised a job for this to be repaired and on 23 March 2019 the company completed the repair. On 5 April 2019 the customer once again contacted the company to report that the cover was noisy again and the company attended on the same day. On 19 May 2019 the company completed the repair. On 24 June 2019 the customer once again contacted the company to advise that the cover was noisy again. After discussions with CCWater the company called the customer on 5 July 2019 to arrange a site visit with him. The customer and the company met on site on 12 July 2019 to discuss the situation and identify the best way to resolve it. On 20 August 2019 the company carried out the repair to the manhole and contacted the customer on 27 August 2019 to confirm that the work has been done and there were no further noise issues.

4. With regard to the customer's comments that the company have failed to adequately repair the valve cover outside his property. The company states that different types of cover were installed on each visit that was made, and additional reinstatement around the cover was also completed. Unfortunately, it was not until after each of these covers was installed and subjected to traffic, that that the company found they were not suitable for the road conditions. I note the various issues the company had regarding the highway authority, however, as evidenced by the timeline set out within the company's defence documents the company, the length of time to repair the issues was in my view longer than what would have been reasonably expected by the average person. Therefore, I find the company 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 to

repair the noisy manhole cover. The company states that it made a payment of £25.00 to the customer on 8 February 2019 to recognise the failings in service he had received. A further payment of £25.00 was also offered but was not accepted. However, I am of the view that the monies paid and offered by the company do not adequately compensate the customer for the inconvenience and distress incurred due to the prolonged repair period. On careful review of the evidence, I am of the view that a more appropriate sum considering the merits of the claim is £75.00.

5. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company has failed to provide its services to the standard one would reasonably expect. The company has apologised regarding the poor service to the customer throughout their dialogue and I find the company is not required to provide a further apology with regard to the prolonged repair period.
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 why the repeated attempts to fix the noisy manhole cover failed.
7. In light of the above, I find the customer has proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the repair of the manhole cover. With regard to customer service, I am satisfied there have been no failings with regard to customer service as the company has provided a good level of service throughout its dialogue with the customer. Therefore, I direct the company to pay £75.00 to the customer.

Outcome

The company needs to take the following further action:

The company shall pay £75.00 to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 7 November 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

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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.



**Mark Ledger FCI Arb
Adjudicator**