

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X006

Date of Final Decision: 5 August 2022

Complaint

The customer complains that after she gave notice of low water pressure at her property, the company, having been unable to carry out a pressure test on 9 March 2022, promised on 10 March 2021 to complete a test within 10 working days. The company did not do this and there were multiple missed calls and appointments. The work was also delayed due to an application to close a parking bay, which was not necessary because the company could park on her drive. The consequence of the company's delay was that the customer, who had moved out of her property with her three children, had to extend the period in rented accommodation. She was therefore paying both rent and her mortgage of £4,000.00 per month. The customer asks for compensation of £4,000.00.

Response

The company says that the property was purchased in January 2021 and renovation works were being undertaken. Low pressure was not the reason for the customer living elsewhere and the company was only told about this on 2 March 2022. It could not carry out a pressure test on 9 March 2021 because there was debris in the pit. The customer also did not state that she intended to move back into the property on 5 April 2021 until 26 March 2021. The company then tried to undertake the work as quickly as possible, but it needed to give 10 days' notice to the Council to close residential parking bays. The company decided that it would carry out the pressure test without removal of the debris, which involved an unwelcome risk of further damage to its equipment. The customer said on 1 April 2021 that the company could park on her drive. On 1 April 2021, the pressure was found to be satisfactory, and the problem was in the customer's supply pipe, which her builders stated that they would replace in the week commencing 5 April 2021. The company was able to start the work on 9 April 2021. It has offered the customer £150.00 in compensation but denies liability to meet the customer's mortgage payment.

Preliminary

Findings

The company is not liable to meet the customer's mortgage payment, which the customer would have been liable for in any event. An average customer would not have expected the company to agree to undertake work within 10 working days and then not do so. The company therefore fell short of reasonable expectations. Although the customer says that this cost her more money in

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rental payments, there is no supporting evidence for this. I therefore do not make a direction that the company shall contribute to costs incurred by the consumer while she was not resident. After 26 March 2021 the company provided its services to the expected standard save for one occasion when it failed to make a call back when promised. The company has offered a goodwill payment of £150.00 and I find that this is a fair and reasonable sum to compensate the customer for distress and inconvenience suffered. I direct that the company shall make this payment to the customer.

Outcome

The company needs to pay £150.00 to the customer.

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ADJUDICATOR'S FINAL DECISION

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Party Details

Customers:

Company:

Case Outline

The customers' complaint is that:

- The customer complains that on occupation of her home in January 2022, the water pressure was very low, and with three children it was not possible to live in the property, so the customer had to rent in the meantime.
- The company agreed that it would carry out a repair and would make an appointment to do so.
- There were many promised call-backs and appointments that never happened.
- One delay was due to lack of a parking permit, which the company said it had to apply to the Council for even though the customer had said that the company could use her drive.
- When the company eventually attended, it said that the pressure was a private issue. This has now been sorted out, but in the meantime the company has put the customer to unnecessary expense. The customer has been paying both a mortgage (approximately £4,000.00 per month), and rent (and £1,500.00 per month), and the associated bills. This was especially difficult as her husband was not working at the time. This situation was entirely avoidable.
- The customer says that she had to tell her landlord that she would be in rented accommodation until May 2021 because of the uncertainty about when the water pressure would be improved. The customer asks for compensation of £4,000.00.

The company's response is that:

- The company was informed of low pressure being experienced at the customer's address on 2 March 2021, over a month after the property was bought by the customer on 29 January 2021.

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- An appointment was arranged to measure the pressure flow one week later, 9 March 2021. In the call notes on 2 March 2021, the company's advisor had recorded that the customer had informed them that the builders undertaking the renovation works for her had noticed low pressure 'two weeks ago'. This suggests that the pressure was acceptable beforehand and may not be the reason that the customer was renting a separate property.
- The resulting works order arising from the visit on 9 March 2021 stated
'Worklog: cust has pressure issue house not yet occupied so not emergency house is being renovated gutting out stage raised st3 to eliminate restriction on back of current bst [sic].'
 The reason that work was required to enable the company to test the pressure was that, on 9 March 2021, the pit was found to be full of debris and the stop tap was inaccessible.
- The company informed the customer as to progress following this visit, but at no time until 26 March 2021 was the company told that the customer intended to move in on 5 April 2022.
- Although the customer has requested payment of her mortgage for one month at £4000.00, this would have been payable regardless of her occupancy of the property. She chose to rent another address whilst the property was being renovated. Therefore, the company does not consider that any additional payment above the £150.00 already offered is consistent with the circumstances.
- Following the call on 26 March 2021, the company visited the customer's property and on 1 April 2021 measured the pressure at 2.5 bar (25 metres head) and 12 litres per minutes, both measurements are above the minimum statutorily required of 0.7 bar (7 metres head) and 9 litres a minute.
- The company also raised a job to renew the BST between 14 and 16 April 2021. The reason for the job permit being requested on 14 April 2021 was that a request for a Parking Bay Suspension requires 10 working days' notice. Due to the Easter Bank holiday, the eleventh working day after 26 March was 14 April 2021.
- On 1 April 2021 the customer said that the company could park at the property, so no Parking Bay Suspension was required, but her builders also advised that they were intending to replace the supply pipe in the week commencing 5 April 2021, so the company planned the work in taking that into account, for 9 April 2021 onwards.
- The company was then able to bring the work forward to start on 9 April 2021.
- It has offered a goodwill payment of £150.00 but has denied liability for the mortgage payment.

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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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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.

I add that I have also received a number of comments and a witness statement from the customer in response to my Preliminary Decision and I have taken these into account.

How was this decision reached?

1. I find that the evidence submitted in relation to this complaint shows as follows:
 - a. The customer, who had opened a new account with the company one month earlier, contacted the company on 2 March 2021 stating that her water pressure was very low. She says that she asked for the assistance of the company in resolving this as a matter of urgency. The expressed need for urgency is not recorded in the company's account notes, but the level of detail is minimal. I do not find that the account notes can be treated as evidence that this was not stated by the customer. I accept that she may have said to the company that there was a need for urgency and she says that she told the company that she was waiting to move in. The company says, however, that it was not told that the customer planned to move into the property on 5 April 2021. Again, there is no evidence to the contrary and therefore I accept that the customer did not tell the company of her moving in date, which had been recorded as 5 February 2021 at the point when the account notes first commenced.

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- b. When the company attended on 9 March 2021, it found that property was being renovated and also that the boundary stop tap (BST) was blocked. It was therefore apparent to the company that it would be desirable for the BST to be cleared before testing was carried out. The customer's builder has confirmed that the company explained to him that another visit would be required and the customer says that she was told that her job would be treated as urgent.
- c. The company says that it took the view that there was no urgency because of the renovation work going on at the property and it was apparent that the customer was not then resident. However, it is notable that on 10 March 2021 the company sent the customer a "Priority Text" stating that the work would be done within 10 working days and the hole filled within 2 – 5 working days subsequently. Ten working days would have expired on 23 March 2021.
- d. On 17 March 2021, the customer contacted the company, wanting to know when the work would be done. She was told that it would be completed within 10 working days in accordance with the text she had been sent. This therefore confirmed the previous text and I find that this would have indicated to the customer that testing would have been carried out in reasonable time for her to have moved into the property on 5 April 2021.
- e. Despite the text of 10 March 2021, the company did not do the work within 10 working days as promised but on 18 and 23 March 2021 indicating that the work had not been done. On 18 March 2021, reference was made to a reduced number of teams due to Covid-19, but it stated that the company was still working to schedule the appointment, and the text of 23 March 2021 was described as an "Over Priority Text". This is consistent with the 10-working day period having then expired. No date for completion was given.
- f. The customer called the company on 25 March 2021 asking if a date had been fixed.
- g. On 26 March 2021 the company's records indicate that the customer was told of a proposed date of 14 April 2021. She expressed that she was not happy as the date had been pushed back before and she was moving into the property on 5 April 2021 with four children.

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- h. On that date, there were three calls between the company and customer and the company had tried to get an earlier date. The customer was told that the reason was that it would be necessary to close a parking bay. The customer explained that she was living in temporary accommodation, and they had to move out in the following week with nowhere to go. She asked for the matter to be escalated.
- i. On 29 March 2021, the company told the customer that it was awaiting parking permits. The customer then said that she had to move out of her temporary accommodation and would be homeless.
- j. A further call happened on 30 March 2021 in which the customer was told that the company would see if the date could be brought forward.
- k. On 31 March 2021 the customer was told that the Council could not bring this date forward and the hold-up was due to lack of parking permits. The customer wanted the matter escalated. The call-back was set between 13.30 and 14.30 hours on the same day and “ops liaison” was linked into the email chain. The company explains that it is not usual to provide for escalation and calls back on the same day, but it agrees that it missed this call. As far as I am able to see from the available records, this is the only instance in which there was a failure to comply with a scheduled call-back. The customer, however, contacted the company and complained in particular that the company had not complied with its promised 10-working-day commitment.
- l. Because of the urgency at that point, the company explains that it visited on 1 April 2021 outside its normal process so that it could carry out water pressure testing even before the blockage in the BST had been cleared. It explains that the reason that this is not a normal practice is for fear of causing further damage to the stop tap or other pipework.
- m. It was apparent at that time that there was a satisfactory level of pressure at the stop tap and therefore above the water pressure that the customer could reasonably have required. The problem thus lay in the supply pipe between the BST and the home. The customer’s builder said that it does not remember telling the company that they would carry out replacement of the pipe in the week of 5 April 2021 but the company

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says that this was agreed. Also on 1 April 2021 the customer was able to let the company know that it could park in her drive, so that the company was able to bring forward the date for repair of the BST. The company says that it waited for the customer's builder to finish their work before repairing the BST, which I find is likely to have been the case and would be reasonably expected.

- n. Although after this date there were a considerable number of exchanges between the company and the customer, these related to the customer's complaint.
2. Against this background, I accept that the customer did not give a long period to the company for it to complete this work. However, it is clear from the documentation that it was practice for the company to set a 10-working day schedule for work of this type, perhaps because it would reasonably be expected that authorisation for closure of parking bays and/or obstruction of the highway/footpaths would have been made at that point. The company did not make the application at that point, and therefore, as the company envisaged that there would need to be a closure, it would never have been possible to carry out the work within 10 working days. This was not disclosed to the customer until the 10-day period had expired.
 3. The company therefore did not meet this deadline and has not provided a reason for this, save for a reduction in the number of teams due to Covid-19. For the reason given above, however, this could not have been so. The explanation given in the company's response to this application that the company had formed the view that, as building work was being undertaken and the customer was not then resident, the customer's job did not need priority, is, I find, more probable. There is no evidence that the company, before reaching this decision, however, investigated with the customer whether the work was urgent or not and I find that it did not. I find that an average customer would not reasonably expect to have to inform the company of her personal circumstances in order for the company to meet a timetable that it has suggested and promised. I find that an average customer would have expected the company to adhere to the promised timetable and I am mindful that as the company had not informed itself of the impact of its decision on the customer, the company fell short of this expectation, and it was foreseeable that the customer could be caused loss.

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4. In relation to the matters following 26 March 2021, I do not find that the company failed to provide its services in respect of the customer's water pressure to the necessary standard. In particular, I am mindful that:
 - a. The company accelerated action to measure the water pressure without carrying out work to the BST, notwithstanding that this might cause damage to its assets and potentially further disruption. This then enabled the customer to know whether the problem was in the supply pie or at the meter. The customer's builders were then enabled to replace the supply pipe.
 - b. While the customer complains that there was no need for the company to wait for Council authorisation to close a parking bay, there is no evidence that the company was told prior to 1 April 2021 that it could park in her drive. I find that the company could not have assumed that this would be possible, and it was performing its services to the expected standard in seeking permission to park in a parking bay. This is all the more the case because there were a number of conversations about the need for parking permits between 26 and 31 March 2021.
 - c. Although the customer says that she could have been told at the outset that the issue was for the customer to resolve, I find that the company would have been unable to rule out a problem in its own assets unless a measurement of pressure was taken at the stop tap. I have accepted that the company did not supply its services to the correct standard because it did not carry out testing within 10 days of its text on 10 March 2021, but I do not find that the company would reasonably have been expected to inform the customer that her builders would need to replace the supply line until it had carried out testing on 1 April 2021.
5. I do find that there was a failure by the company to make one call back on 31 March 2021. I accept that this may have put the customer to inconvenience, and I find that this did not meet expected standards. While I note that the company was being asked to provide a call back within a time frame that it would not normally agree to, on this occasion it appears that it had so agreed and therefore I accept that the company did not provide its services to the correct standard when it did not meet that commitment.

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6. It follows from the above that I have accepted that in certain ways the company did not supply its services to the expected standard. However, it does not follow that the customer is entitled to claim one month's mortgage payment by way of compensation from the company in respect of these issues. As the company correctly points out, the customer would have been liable for this payment in any event, because her mortgage repayment reflects the amount that she has to pay to her lender as a consequence of the loan that she has obtained to purchase the property. This was repayable whether the customer was in occupation or not and was nothing to do with the company. It follows that I do not direct that the company should meet the customer's mortgage payment. I make clear that I would not have come to a different conclusion on this even if I had had an opportunity to listen to the telephone recordings of the customer's calls, which is what the customer requested in her response to my Preliminary Decision.

7. It is at least arguable that as the company had failed to meet its commitment to complete the work within 10 days, it could be liable for additional expenditure by the customer in reliance on the inaccurate information given to her. On the other hand, I also find that there is no evidence that any further expenditure was incurred by the customer in relation to the additional days that she felt she had to spend away from the property. Although the customer says that she had to pay for properties until early May, the customer has provided no supporting evidence to show the period of her rental payments and no supporting evidence to show that the period of these was extended due to this issue. Accordingly, I do not find that the evidence supports that the delay in repairing the BST resulted in additional payments of rent, even if the customer could not return to the property and I do not therefore direct compensatory payments to be made in relation to the time between 23 March and 9 April 2021 when the customer was not in occupation of the property.

8. However, I also find that an average customer would reasonably expect that the company would offer a compensatory payment in relation to the inconvenience and distress to which the customer has been put because the company did not meet expected service standards. The company has offered the sum of £150.00, which I find fairly reflects the findings that I have made above. Although the customer has rejected this previously, I find that it is fair and reasonable to direct that the company shall make this compensatory payment to the customer if she accepts this decision.

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Outcome

The company shall pay £150.00 to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- 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.



Claire Andrews, Barrister, FCI Arb

Adjudicator

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