

WATRS

Water Redress Scheme

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DECISION

by Eisei Higashi LLB (Hons), PgDip (Legal Practice), MCI Arb

An adjudicator appointed by WATRS

under the Water Redress Scheme

Decision date: 1 March 2016

Adjudication Reference: WAT/ [REDACTED]/0203

Between [REDACTED]¹ and [REDACTED]²

- The claim is made by the customer, [REDACTED], against a water and sewerage company, [REDACTED].
 - The claim dated 5 February 2016 is for the company to:
 - “Accept responsibility for the pipe and pay for the repair as it goes beyond our land”;
 - and
 - Provide the customer with compensation in the amount of £3356.80.
 - The position of the company is explained in its 16 February 2016 defence which is disputed by the customer in his undated reply.
 - The customer’s claim is that the company should be responsible for the cost of repairing a blocked water pipe which he believes is beyond his land.
 - The company’s position is that it denies any liability to the customer.
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Decision

1. The claim is unable to succeed.

Main issues

2. I consider that the main issues in this adjudication are:
 - a. Whether the company has failed to provide its services to the standard to be reasonably expected.
 - b. Whether the reasons given by the customer are sufficient to justify the remedies sought.

Background information

¹ Customer’s address for correspondence: [REDACTED]

² Company’s address for correspondence: [REDACTED]

3. In order to succeed in a claim against the company the customer must prove 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 proved, the company will not be liable.
4. The customer and the company are aware of the facts of this case. I do not propose to recount all the facts in the same manner and order as the parties have done in their documents except where it is necessary for the purposes of this decision. I have carefully considered all of the documents submitted by the parties in support of their submissions and presented to me. The parties should also be reassured that if I have not referred to a particular document or matter specifically, this should not be taken to mean that I have not considered it in reaching my decision.

Customer's and company's positions

5. The customer submits that his neighbour experienced internal sewer flooding. The customer submits that he later received a notice from the Environmental Health Agency stating that the cause of his neighbour's flooding was a blockage on his private water piping and that he was required to repair the blockage. The customer submits that he contacted the company to check this issue and it confirmed that there was debris in the customer's private water piping and that the company was not responsible for repairing the customer's private water piping. The customer insists that the water piping goes beyond his land and that the responsibility for repair should lie with the company. The customer submits that he has now paid for the repairs but is seeking to recover this cost from the company.
6. The company submits that all matters and concerns raised by the customer have been investigated. The company submits that following extensive investigations it has been confirmed that the water pipe in question is within the boundary of the customer's property and is the sole responsibility of the customer. Furthermore, it has been confirmed that no other property is connected to the pipe and therefore it is the customer's private water piping. The company does not accept any liability to the customer.
7. The customer has provided comments on the company's defence in which he reasserts his belief that the blocked water piping goes beyond his property.

Adjudicator's findings and reasons

8. I find that:

- a. It is evident from the papers that the crux of this dispute lies with the customer's assertion that the blocked water pipe is located beyond his property and the company should therefore be liable for the cost of its repair.
- b. It is prudent at this juncture to remind the parties that this is an evidence based scheme where assertions made by the parties must be supported by evidence. The onus of proof in the first instance rests with the customer.
- c. I am mindful the company has submitted that the blocked water pipe is located within the customer's property boundary and is therefore a private pipe. Accordingly, the company submits that it is not responsible for the cost of repairing the customer's private water piping and it has confirmed this to the customer on numerous occasions. I note that in support of its assertions, the company has provided CCTV footage, a CCTV Survey Report and Site Visit Reports. I draw particular attention to the numerous Site Visit Reports which conclude that the water pipe in question is privately owned. The customer has referred to the same evidence as above but insists that the water pipe in question is located beyond his property and is therefore the company's responsibility to maintain. The customer has provided no further substantive evidence that objectively proves his assertions. In light of the extensive evidence provided in support of the position that the water pipe in question is privately owned, I am inclined to accept that the water pipe in question is private and that the company is not liable for the cost of its repair.
- d. Consequently, after examination of all the evidence provided to me at the time of adjudication, I am unable to objectively conclude that the company has failed to provide its services to a standard that one would reasonably expect. I am only able to deduce from the evidence provided that the company aptly advised the customer that it is not responsible for the issues that the customer has raised.
- e. In the absence of any substantiated failures on the part of the company, I am unable to uphold the customer's claims for redress.

Conclusion

9. My conclusions on the main issues are that:

a. There is no evidence that the company has failed to provide its services to the standard to be reasonably expected.

b. The reasons given by the customer are not sufficient to justify his claims.

10. Therefore, the claims are unable to succeed.



**E. Higashi LLB (Hons), PGDip (LPC), MCI Arb.
Adjudicator**