

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0554

Date of Decision: 15 August 2017

Complaint

The customer has experienced low water pressure since work was carried out by the company, without his authority, to connect a much larger pipe to his private water supply pipe in order to supply his neighbour's property (which is operated as a commercial enterprise). The customer requests that the company rectify the problem and confirm what water has been used by him and his neighbours to ensure he has been billed correctly. The customer claims compensation of £4110.00 in legal costs and £594.00 for the cost of the expert's report.

Defence

The company submits the customer is on a shared supply whereby it uses readings from the meter and sub meter to calculate his and his neighbour's usage. It confirms its wholesalers exchanged the sub meter on 11 April 2016 and again on 28 May 2016 and that consumption at the neighbouring premises has at all times been recorded and deducted from the customer's reading; therefore his bills have been accurately raised. Due to data protection concerns it is unable to discuss information about work carried out on the third party account. It investigated the reported low pressure and its engineer found that it fell within its acceptable parameters at the point of supply. It has advised the customer the problem may be due to his pipework needing upgrading to allow for additional demands on the supply. As this is a shared supply the option of a separate connection was also discussed with the customer, however this would be at his own expense.

Findings

Due to the additional demands on the customer's shared water supply, it is likely the customer's water pressure has been adversely affected during busy periods. However, there is a lack of evidence that the water pressure is below what the company is obliged to supply at the point of connection or that by fitting a larger sub meter to supply the neighbour's wider supply pipe, this constitutes any failure by the company to provide its services to the customer

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.

to the standard to be reasonably expected by the average person. Further, on a balance of the evidence, I am satisfied consumption at the customer's neighbouring property has been recorded at all times and deducted from the customer's bills.

Outcome

The company is not required to take any further action.

The customer must reply by 13 September 2017 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.

correctly. The customer also claims compensation of £4110.00 in legal costs and £594.00 for the cost incurred for the expert's report.

The company's response is that:

- It confirms the following meter exchanges:
 - 1) The (master) meter serial number 00A81 which was replaced on 28 August 2008 with meter serial number 06A26 .
 - 2) The sub meter serial number C10EB was exchanged on 11 April 20016 to meter serial number H16AU .
 - 3) The sub meter serial number H16AU was then replaced on 28 May 2016 to meter serial number H14AV .
- In response to the customer's query regarding the billing of the master meter and sub meter, its billing department has confirmed that it is billing based on accurate reads taken from the master meter serial number 06A26 and sub meter serial number H14AV by its contractor *Siemens*. The last read taken by *Siemens* was on 16 June 2017. At all points during the process of the sub meter exchange there has been an active sub meter recording consumption.
- It replaced both the master meter and the sub meters as detailed above, but no further works have been carried out on the customer's Service Point ID by its wholesaler. A visit took place on 20 September 2016 by an engineer to check the water pressure at the customer's property; this was confirmed to be within the acceptable parameters. The customer was advised that the low pressure may be due to his private pipe work needing upgrading and he could have his own supply with a new connection at his expense. The billing of the account is correct and it is billing both the master meter and sub meter on actual reads from its contractors *Siemens*. As the account has been billed correctly the outstanding balance of £4562.00 on the customer's account is payable.
- The company denies it is liable for the claim.

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.

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.

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

How was this decision reached?

1. I remind the parties that adjudication is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it. Further, I am only able to consider disputes between water companies and their customers. As such I am unable to consider the customer's submission that the current owners of the neighbouring premises, RST House ('RST House') were informed of the limitations of the water supply both before and after their purchase of RST House (from him), as this concerns a third party issue and therefore falls outside the remit of WATRS.
2. The dispute concerns the water supply and billing issues in relation to the customer's business; [REDACTED] (caravan park) at [REDACTED] ('The Park').
3. I acknowledge that the customer is on a shared water supply with the neighbouring premises, RST House, and that the company takes readings from the master meter serial number 06A26 (serving The Park) and sub meter serial number H14AV (serving RST House) in order raise accurate water charges.
4. In light of the evidence supplied by both parties, and in particular the expert report dated June 2017, submitted by the customer in support of his claim, I accept that on or around June 2016 the owner of RST House had their supply pipe replaced with a wider 32mm supply pipe which was connected to the "common" supply pipe. I note that the company's account note dated 13 September 2016 suggests that the owner of RST House had a new wider pipe fitted to the sub meter supply as they had had a blockage causing low pressure. Further, the company has confirmed it replaced the sub meter on 11 April 2016 (to meter serial number H16AU) and again on 28 May 2016 (to meter serial number H14AV). It is unclear why this meter was

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.

replaced twice in such a short timeframe however I note that according to the expert report, the size of the water meter was increased from 15mm to 25mm, which may be the reason for this.

5. I note from the observations in the expert report that the wider supply pipe and larger sub water meter allows an increase in the flow rate which it states is confirmed by the water bills for The Park which indicate a marked increase in the sub meter usage from September 2016 onwards. Based on the evidence, including the customer's submissions and the expert report, I accept that the customer has encountered problems with his water pressure on his incoming water supply since this time. On a balance of probabilities, I also accept that the most likely cause of the reduced water flow rate to The Park is the additional demand for water at RST House.
6. The company is legally obligated to ensure that it supplies water constantly and supplies at a minimum pressure of one bar at the point of supply (which will reach the slightly more than the top of a two story house) and that it must maintain a minimum pressure of .7 in the communication pipe. I am satisfied that in response to the customer reporting low water pressure, the company arranged for its engineer to visit the customer on 20 September 2016 in order to check the water pressure at his property. The company asserts it was found to be within the acceptable parameters. Whilst I have not been provided with any clear evidence of the water pressure at the point of supply, such as a report from the engineer who attended, I consider the customer account notes support the company's position in this regard. Therefore, in the absence of any evidence showing that the water pressure at the customer's property has reduced to an extent it falls below the level the company is obliged to provide, I am not satisfied that any service failure by the company has been proven in this respect.
7. Further, whilst it is clear there is an additional demand on the supply pipe which serves the customer, there is no evidence to suggest that by upgrading the sub meter, rather than requiring the neighbouring property to apply for a separate connection, the company has failed in any duty owed to the customer or otherwise. I acknowledge the customer's assertion, in the Reply, that by fitting a new wider supply pipe the company has acted unlawfully as no permission was sought by him (as it was his private supply pipe). The company has denied it carried out this work, however the company's account notes do indicate that its contractors *Siemens* carried out such work. However, in the event that the company did authorise such work, I am mindful that the customer sold RST House approximately 2 years ago and that I have not been provided with any evidence of the division of land which occurred or any related

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.

limitations on the water supply, as referred to by the customer. Therefore, I have not been provided with sufficient evidence which would enable me to conclude that the company accessed the customer's land without his permission or that it was obliged to obtain the customer's permission to replace the supply pipe from the sub meter supplying RST House. As such there is insufficient evidence of the company failing to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.

8. I acknowledge that, to resolve the problem, the customer has requested the company fit a larger master water meter. I note that the company has suggested that the customer apply (to it) for a separate connection and also upgrade his private pipework (to improve the water pressure) at his expense, and that it will then be prepared to install separate meters. Whilst the company has not explained why the customer should upgrade the supply pipe, I suspect an upgrade of the water meter without upgrading the connecting supply pipe will not fully alleviate the issues. I find that the company is responsible for the pipes from the water mains up to the boundary of the property (communication pipe) whilst the property owner is responsible for the supply pipes from the boundary to the meter. As noted above, the customer is responsible for his own supply pipe. As I have not been provided with any evidence or reason as to why this responsibility should shift to the company as a result of the increased demand on the shared supply, I do not find the company's response that the customer may want to upgrade his pipe work, to be unreasonable or to constitute evidence of it failing to provide its services to the customer to the standard to be reasonably expected by the average person.

9. I acknowledge the customer has raised concerns regarding the accuracy of the water charges he has received due to his belief that there was a gap between the company removing the old sub meter (on or around 3 April 2016) and replacing it with a new sub meter (between 17 and 24 April 2016). He believes that during this time water usage at RST House would be unknown, resulting in him being billed for their usage. As mentioned above, the company calculates the customer's bills by deducting the usage recorded on the sub meter from the usage recorded on the master meter. The company submits that sub meter serial number C10EB was exchanged on 11 April 2016 to meter serial number H16AU and that sub meter serial number H16AU was then replaced on 28 May 2016 to meter serial number H14AV. The company submits that at all points during the process of the sub meter exchange there has been an active sub meter recording consumption. It asserts that between 11 April 2016 and 28 May 2016, the master meter recorded 320m³ of water but the customer was only billed for 269m³ due to consumption

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.

on the sub meter recorded at 51m3. Whilst the company has not provided any proof of the above, I consider that the company's account notes support its above stated version of events that consumption at RST House has at all times been recorded and duly deducted. I have not been provided with the customer's bills to verify or disprove the above, only a summary as detailed in the expert report dated June 2016, however, this does not detail water meter serial numbers and I consider it does not contain any information which allows me to objectively conclude that the company has incorrectly billed the customer. Therefore I find that there is insufficient evidence of the company failing to provide its services to the standard to be reasonably expected by the average person in this regard.

10. In considering each of the claims raised, I have found insufficient evidence which establishes any failure on the part of the company to provide its services to the standard to be reasonably expected by the average person, therefore it follows that the company is not liable for the remedies sought by the customer. As a consequence, the claim cannot succeed.

Outcome

The company is not required to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 13 September 2017 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.



A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice), MCI Arb

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

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.