

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0562

Date of Decision: 6 September 2017

Complaint

Eight days after the company fitted a water meter, this started to leak, damaging the customer's flooring. The customer has evidence of the pipework before the company's plumber clamped this. It has denied the claim based on its photograph taken after the plumber clamped the pipe.

Defence

The plumber arrived and took a photograph of the meter and stop tap before clamping the pipe. This shows the stop tap to be rotated causing it to shear and leak. The company denies that it is responsible for the leak or liable to the customer.

Findings

The evidence showed that the plumber likely arrived at the property at around 13:50 whilst the company's photograph showing the twisted pipe was timestamped at 14:09. The customer had a photograph showing the pipe to be untwisted and the boxing-in undamaged. The photograph also included towels on the floor, some towels being seen in later photographs, indicating it was taken after the leak had commenced. The pipe was not twisted in this photograph. On the balance of probabilities, the leak was not caused by the customer tampering with the pipework and the company is liable for the damage caused.

Outcome

The company needs to take the following further action:

Provide the customer with an apology and pay the sum of £2700.00 in compensation.

- The customer must reply by 4 October 2017 to accept or reject this decision.

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Date of Decision: 6 September 2017

Party Details

Customer: [REDACTED]

Company: [REDACTED]

Case Outline

The customer's complaint is that:

- The customer states that a water meter was installed on 30 March 2017 by a plumber with [REDACTED] on behalf of the company. Eight days later, shortly after 13:00, the pipe below the new meter sprang a leak. The customer called the company and the plumber arrived shortly thereafter. He was unable to find the external stop cock and had to clamp the pipe. This involved removing part of the boxed-in housing to provide better access. When the plumber's supervisor arrived, he immediately accused the customer of tampering with the meter. The customer denies this. A photo taken by the company at 14:09 shows the stop tap has been moved, however the customer's photo timed at 13:51 shows the stop tap in the same position with the boxing intact. The plumber arrived well before 14:09 and spent around 15 minutes trying to locate the main stop cock with no effect on stemming the water.
- The customer requests an apology for the manner in which the company treated her, and £1181.00 plus interest for the repair of the floor damaged by the leak.

The company's response is that:

- The company fitted a water meter on 30 March 2017. On 7 April 2017, it received a call from the customer advising that there was a leak at the location of the meter. Upon arrival, the plumber noted that the position of the tap located beneath the meter had been rotated. He concluded that this was the reason for the leak as it had caused the pipework to shear. The company received the first call reporting the leak at 13:11 on 7 April 2017. A call made at 13:32 advised the

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customer that the plumber was approximately 20 minutes away. The plumber would have arrived at 13:50 and spent 5-10 minutes locating the external stop tap. The photograph timed at 14:09 does not allow sufficient time to clamp the pipe and support the plumber's report that the photograph was taken prior to any works being carried out. The company referred the matter to its insurance team but they found that the damage was not caused by the installation of the meter. It would therefore not be appropriate to settle the claim as a goodwill gesture as it does not believe that the leak was caused by the installation of the meter or any poor workmanship by the company or its contractors.

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.

How was this decision reached?

1. The customer had a water meter fitted internally by the company on 30 March 2017. On 7 April 2017, the customer called the company to report a leak from below the water meter. Once this was repaired, it was found that the internal stop tap had been sheered when it was twisted from its original position following the installation. The dispute relates to liability for the leak. The customer states that the stop tap was twisted by the company's plumber as he attempted to clamp the pipe whilst the company states that the leak was caused by the customer twisting the stop tap to make more room for the pipework to be boxed in.

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2. The evidence shows that the customer called the company at 13:11 on 7 April 2017 to report a leak. At 13:34, the company called to say that a plumber was on his way and would arrive in around 20 minutes.
3. The exact arrival time of the plumber has not been recorded. However, the company submits that it would have been around 13:50. I am satisfied that this is in line with the estimate given on the telephone and I therefore accept that the plumber arrived at 13:50.
4. The first photograph showing the twisted stop tap is time stamped at 14:09. The customer submits that this was taken after the plumber had clamped the pipe and refers me to the broken boxing in.
5. The customer also refers me to a photograph that she states was taken at 13:51. Whilst the photograph's metadata has not been provided, as it has with the company's photographs, I am mindful that my decision must be made on the balance of probabilities. The customer's photograph shows the boxing in to be intact. There are also two towels visible, one olive green and the other pink. The stop tap is untwisted in this photograph. This pink towel is also visible in the customer's photograph named as being after the clamping.
6. I also note that the company's 9 May 2017 letter states that the photograph taken at 14:09 was taken "upon arrival". As above, this cannot have been the case as the evidence indicates that the plumber arrived some 20 minutes earlier.
7. I acknowledge that the company's insurance has refused the claim, however it is unclear if this decision was based on the evidence as provided to me, or the evidence as presented in the company's 9 May 2017 letter. The letter, by stating that the 14:09 photograph was taken on arrival, gives the clear impression that the stop tap was also twisted on arrival.
8. However, in reviewing the evidence presented to me in full, I find that I am persuaded, by the customer's photographs, that the leak existed prior to the stop tap being twisted. The photograph that she states was taken at 13:51 has the towels present, one of which is seen in a photograph taken after the pipe was clamped. In addition, the boxing in is intact at that time. I acknowledge the company's submissions that a person was present to box the pipework in, however I find it inconsistent that the boxing in would be broken in order to repair this. I consider, on the balance of probabilities, that the customer's version of events is the more

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plausible one, with the 13:51 photograph clearly showing towels to mop up water whilst the stop tap was straight.

9. As I have found that the leak pre-dated the stop tap being twisted, I must find, on the balance of probabilities, that the leak related to the fitting of the water meter on 30 March 2017, and was not caused by the customer tampering with the pipework.
10. The customer has requested an apology and I find this to be reasonable as it does not appear that the company properly considered the customer's photographs taken on the day of the leak. I therefore direct that an authorised representative of the company provide the customer with a written apology for the company consistently failing to properly consider the customer's claim, supported by photographs, that the leak occurred prior to the pipe and stop tap being twisted.
11. The customer also requested compensation totaling £1811.00 for repair of the floor. I am satisfied that the customer is entitled to the cost of this repair as I have found that it is damage caused by a leak that flowed from the meter being fitted, and not from any act taken by the customer.
12. The customer had only provided a detailed list of various items claimed, with various links to web addresses. I found it appropriate to request the customer to provide further evidence, under WATRS Rule 6.2.1, in support of the amount claimed in order that the loss could be appropriately assessed. The customer has provided me with a quote from [REDACTED] dated 22 August 2017 and I am minded to accept this as an accurate assessment of the loss suffered by the customer due to the leak.
13. Under WATRS Rule 6.6, in exceptional circumstances, the adjudicator may award more compensation than was claimed by the customer. I am satisfied that such circumstances exist in this case and that it would be inappropriate to award the customer only part of her loss, merely because her claim was based on her best estimates at the time of the claim. I find that the customer's loss is equal to the amount of the quote from [REDACTED], being £2250.00 plus VAT (£2700.00 in total). I therefore direct the company to pay the customer the sum of £2700.00 for the loss caused by the leak.
14. The customer has also ticked the box stating that she wishes to claim interest. Rule 6.7 of the WATRS Rules states that "where in a dispute relating to incorrectly levied charges a customer

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requests a payment of interest, the adjudicator shall award interest". I find that this limits my ability to award interest to disputes relating to incorrectly levied charges. As the claim is for damage caused by a leak, I find that I have no power to award interest on the amount claimed under the WATRS Rules.

Outcome

The company needs to take the following further action(s):

Provide the customer with an apology; and,
Pay the customer the sum of £2700.00 in compensation.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 October 2017 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 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.



Alison Dablin, LL.M, MSc, MCI Arb

Adjudicator

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