

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0574

Date of Decision: 8 September 2017

Complaint

The customer submits that the company charged him and his neighbours £796.75 each for the cost of repairing their shared private pipes. The customer asserts that the company has not proven this work was necessary nor has it provided a breakdown of the repair costs.

Defence

The company submits that it identified a leak on the customer's private pipes. It therefore sent a notice in accordance with section 75 of the Water Industry Act 1991 requiring the customer and his neighbours to repair the leak within a designated timeframe; and advised that if they did not do this, the company would repair the leak and send a bill to the customer and his neighbours. The customer and his neighbours did not carry out any work and therefore the company completed the repairs and sent bills to them. The company submits that it is under no obligation to provide the customer with a breakdown of the repair costs. Nonetheless, it has already provided this to the customer.

Findings

The company has acted in accordance with section 75 of the Water Industry Act 1991. It illustrated the existence of a leak on the customer's private pipes, provided the customer with a designated timeframe to repair the leak and when this was not done, it repaired the leak and sent a bill to the customer. Whilst explaining that it is under no obligation to do so, the company nonetheless provided the customer with a breakdown of the repair costs. I am unable to conclude that the company has failed to provide its services to the standard to be reasonably expected by an average person under the circumstances.

Outcome

The company does not need to take any further action.

The customer must reply by 6 October 2017 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 8 September 2017

Party Details

Customer: [REDACTED]

Company: [REDACTED]

Case Outline

The customer's complaint is that:

- The company charged him and his neighbours £796.75 each for the cost of repairing their shared private pipes.
- The customer had received a letter from the company advising him of a leak on the shared private pipes. It also explained that if the customer and his neighbours did not arrange for the leak to be repaired in the designated timeframe, the company will have no choice but to execute repairs and charge the customer and his neighbours for the work.
- The customer and his neighbours did not execute any repairs in the designated timeframe and therefore the company repaired the pipes and charged them accordingly.
- The customer asserts that he spoke to a worker who was helping to execute the repairs and they told him that there was no leak but the pipes were being replaced as they were almost a century old. Furthermore, he asserts that his own contractor advised that they did not believe there was any leak.
- The customer therefore submits that the company has not proven that the works were necessary. Nor have they provided a breakdown of the charges for the repair work.
- The customer therefore claims an apology, that the company justify the works and waive/reduce the bill.

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The company's response is that:

- It identified a leak on the customer's shared private pipe in October 2015. It therefore provided the customer and his neighbours with a section 75 notice stating that they would need to repair the leak within the designated timeframe; otherwise, the company would conduct the repairs and charge the customer and his neighbours for the work.
- The company submits that section 75 of the Water Industry Act 1991 gives all water companies the power to prevent damage and to take necessary steps to prevent contamination, water waste and misuse.
- The company states that it provided the customer with several notices with regards to the required repairs but no work was planned or executed by the designated timeframe. Final enforcement letters were then sent out.
- In February 2017, the company deployed several different engineers who all confirmed the leak was still present. The company therefore proceeded with the required repairs and sent a bill to the customer and his neighbours.
- The company submits that whilst it is not under any obligation to do so, it has provided the customer with the requested breakdown of the repair work.
- The company does not accept any liability to the customer.

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.

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How was this decision reached?

1. The crux of this dispute lies with the customer's claim that the company has not proven that the repair works on his private pipes were necessary. Nor have they provided a breakdown of the charges for the repair work. The customer therefore claims an apology, that the company justify the works and waive/reduce the bill.
2. At this juncture, I find it prudent to 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. Furthermore, I must draw attention to the fact that any new claims and/or evidence submitted by the customer at the comments stage must be disregarded. I will proceed accordingly.
3. I acknowledge that neither party disputes the company's right under section 75 of the Water Industry Act 1991 to require certain repairs to be carried out by customers; and where this is not done by the designated time, to carry out the repairs itself and recover the cost from the customer. However, in the interests of completeness, I draw attention to section 75 of the Water Industry Act 1991 where it states:

(2) The power conferred by this subsection in relation to any premises is:

(a) where the case constitutes an emergency, power to disconnect the service pipe or otherwise to cut off the supply of water to those premises; and

(b) in any other case, power to serve notice on the consumer requiring him to take such steps as may be specified in the notice as necessary to secure that the damage, contamination, waste, misuse or undue consumption ceases or, as the case may be, does not occur.

(6) A notice served for the purposes of subsection (2)(b) above shall:

(a) specify the period, not being less than the period of seven days beginning with the day after the service of the notice, within which the steps specified in the notice are to be taken;

(9) Where, in a case not falling within subsection (7)(a) or (b) above, any steps specified in a notice served by a water undertaker for the purposes of subsection (2)(b) above have not been taken by the end of the period so specified, the water undertaker shall have power—

(a) to take those steps itself; and

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(b) subject to subsection (10) below, to recover any expenses reasonably incurred by the undertaker in taking those steps from the person on whom the notice was served.

4. Based on the parties' submissions, I acknowledge that the company served a section 75 notice on the customer and his neighbours in October 2015 after identifying a leak on their private pipe. The customer and his neighbours were advised that they were required to carry out the repairs and if they did not do so within the designated timeframe, the company would carry this out and recover the cost from the customer.
5. Upon review of all the evidence provided by the parties, I am mindful that between October 2015 and February 2017 (when the company issued a final enforcement notice) the company repeatedly sent requests and reminders for the customer and his neighbours to ensure that the required works were carried out. However, the works were not carried out. Therefore, in accordance with section 75 of the Water Industry Act 1991, the company carried out the repairs and sent the bill to the customer and his neighbours. Under the circumstances, I am unable to conclude that the company's actions in this regard amount to a failure to provide its services to the customer to the standard to be reasonably expected by the average person.
6. I am mindful that the customer now submits that the company has not proven that the work was necessary and he asserts that he spoke to a worker (who was helping to execute the repairs) who stated that there was no leak but the pipes were being replaced as they were almost a century old. Furthermore, the customer asserts that his own contractor advised that they did not believe there was any leak. Upon review of all the documents provided by the parties, I find no substantive evidence that objectively proves any worker or contractor had ever stated or concluded that there was no leak present on the customer's private pipes. However, I note that the company sent several engineers between October 2015 and February 2017 who all concluded that a leak was present on the customer's private pipes and this is further substantiated by two separate diagram sketch reports produced at different times. Consequently, in light of the evidence provided, I am satisfied that the leak was present on the customer's private pipes and I am unable to conclude that the company's actions in relation to this issue amount to a failure to provide its services to the customer to the standard to be reasonably expected by the average person under the circumstances.

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7. I acknowledge that the customer has also complained that the company has not provided a breakdown of the costs for the repair work. However, after examination of all the evidence provided by the parties, I find no obligation (regulatory or otherwise) which requires the company to provide a breakdown of the costs for repair work conducted under these specific circumstances. Nonetheless, I note that the company has previously provided the repair cost breakdown to the customer (via the Consumer Council for Water's letter dated 28 June 2017) and has also provided it again in its defence submissions. Accordingly, I am unable to objectively conclude that the company has failed to provide its services to the standard to be reasonably expected by the average person in this instance.
8. Consequently, in the absence of any substantiated failures on the part of the company to warrant the redress claimed, I am unable to uphold the customer's claims for redress.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 6 October 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.



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

Adjudicator

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