

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0648

Date of Decision: 02 February 2018

Complaint

The customer's claim is that the company's contractors incorrectly installed a neighbour's water supply connection across his own property and caused damage to his property in the process. Furthermore, the water stop tap was moved to outside the entrance to the customer's property. Once the customer raised his concerns with regards to the location of the pipe and the stop tap he alleges he then received poor customer service throughout his dialogue with the company, which led to unnecessary stress, inconvenience and time wasted. The customer is seeking the removal of the supply connection across his property and compensation of £2,808.00, which comprises of £750.00 for stress, £11.15 for the cost of correspondence and £2,058.00 for loss of earnings.

Defence

The company submits the works were carried out by the company's contractors as the company had identified the communication pipe, which connects the private supply pipe to the company's mains pipe, was an old lead pipe and needed replacing. The company submits no additional pipework was laid during this process, and the company simply replaced the existing pipework in situ and moved the stop taps of both the customer and the neighbours supply to the public footpath from the original position which was next to the customer's footpath. With regard to any damage done during these works the company submits this was put right to the satisfaction of the customer. Furthermore, with regard any additional compensation, this is not appropriate as adequate compensation has already been offered regarding the various failures of service and declined. Therefore, the company is not liable for any further damages.

Findings

With regard to replacing the existing pipework and relocation of the stop taps, I am satisfied the evidence shows the company failed to provide its services to the standard to be reasonably expected and I find the customer's claim for compensation succeeds in part. I therefore direct the company to pay the sum of £261.15 to the customer.

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Outcome

The company needs to take the following further action:

I direct that the company should pay £261.15 to the customer.

- The customer must reply by 02 March 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0648

Date of Decision: 02 February 2018

Party Details

Customer: ██████████

Company: ██████████

Case Outline

The customer's complaint is that:

- The company's contractors incorrectly installed a neighbour's shared water supply connection across his own property and whilst doing so caused damage to his property.
- It was not made clear by the company that the contractors were the company's own contractors.
- The stop tap at the neighbouring properties shared supply connection has been incorrectly placed on the public footpath directly outside the customer's property.
- Furthermore, the company did not request permission or inform the customer of the works until after the works had begun and this caused the customer unnecessary stress and inconvenience.
- Once the customer raised his concerns with regards to the consent issue he alleges he then received poor customer service and unprofessional correspondence throughout his dialogue with the company, which led to unnecessary stress, inconvenience and time wasted.
- The customer is seeking the removal of the supply connection across his property, relocation of the neighbouring properties stop tap and compensation of £2,808.00, which comprises of £750.00 for stress, £11.15 for the cost of correspondence and £2,058.00 for time lost.

The company's response is that:

- The company's position is that the works were necessary and not carried out by a third party but by the company's own contractors. The company's water quality team had identified the

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communication pipe, which connects the private supply pipe to the company's mains pipe, was an old lead pipe and needed replacing. The company submits that no additional pipework was laid during this process, and the company simply replaced the existing pipework in situ and moved the stop taps of both the customer and the neighbours shared supply pipes to the public footpath from the original position of next to the customer's footpath for ease of future access. Regarding the damage done to the customer's footpath during the works, the company submits this issue has already been resolved and the customer's footpath has been restored to the satisfaction of the customer. Furthermore, with regard any additional compensation this is not appropriate as adequate compensation has already been offered regarding the various failures of service and declined. Therefore, the company is not liable for any further damages.

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 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. To succeed in a claim against the company, the customer must prove on a balance of probabilities the company has failed to provide its services to the standard one would reasonably expect and that because 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.
2. I must also remind the parties that adjudication is an evidence-based process where the burden of proof rests on the claimant, in this case the customer, to prove his case on the balance of the evidence.

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3. The dispute centres around whether the company incorrectly installed a neighbour's water supply connection across the customer's own property, incorrectly placed the neighbour's stop tap and whilst doing so caused damage to the customer's footpath. The company is required to meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a damage or a leak, the company needs to investigate fully if the company's assets are to blame and if repairs are needed, make such repairs to prevent further issues.
4. Furthermore, the company has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme.
5. From the evidence put forward by the customer and the company, I understand on 9 May 2017 the company's contractors arrived unannounced at the customer's property to replace a lead communication pipe, which connects both the neighbouring properties and the customer's property to the company's mains pipe. The evidence shows that the change from lead water pipes to plastic water pipe was requested by the company's water quality team as part of the company's process to replace all the lead pipes within its system. The actual process involved excavating and replacing the existing lead piping which runs through the customer's property grounds and replacing it with plastic pipe. At the same time the company moved the stop taps for the neighbouring property's shared pipe and the customer's supply from underneath a bush next to the customer's footpath to the public footpath in front of the customer's property.
6. The company's contractors on site informed the customer on the morning of 9 May 2017 that these works would be carried out over the next few days, however, the customer did not receive a notice of works from the company until 11 May 2017, which was after the works had started. The customer states that this lack of information caused stress and inconvenience while he established what works were being undertaken and for what purpose as he was going on holiday the following day, the 10 May 2017. In my view, the lack of notice prior to the works commencing is evidence the company failed to provide its services to the standard to be reasonably expected with regards to this aspect of the customer's claim and had the company done so then the customer would have been reassured whilst away on holiday. Therefore, I direct the company pay the customer the sum of £50.00 for the lack of notice prior to the works commencing.

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7. With regard to the location of the replacement pipes, the customer has requested these pipes be removed from the grounds of his property as they are not his supply pipe. From the evidence put forward in the company's defence and customer's reply to defence it seems both pipes are shared pipes, with the one in question being the shared pipe for odd numbered properties 31 to 37 and the other pipe for the customer's property to property 45, also odd numbers. The evidence shows the company replaced these pipes in situ and therefore there was no fundamental change in the location of the pipes. All that had changed was the replacement of the lead pipes with plastic pipes and at no time had the company planned to relocate the pipes to a new location. Therefore, I find no failing by the company in this respect and I find the customer has suffered no disadvantage due to the location of the piping. I find the company does not need to take any further action with regard to the location of the pipes.
8. With regard to the location of the stop taps, the customer states the original location of the neighbouring property's stop tap was not on his property and the new location should have been on the public footpath outside number 37, not outside his property. The evidence shows the company was unable to replace the taps in the current location due to known Gas and Electric services in that location. The company relocated the taps along the length of the piping to the public footpath. In this case the main pipe is on the opposite side of the road to the customer's property and where the connection crosses the road it is in line with the customer's property. As the stop taps needed to be moved to the public footpath the evidence points to the fact the only suitable location was on the public footpath in front of the customer's property. Therefore, I find no failing by the company in this respect and the company does not need to take any further action with regard to the location of the stop taps.
9. The works were complete on the 14 May 2017 and on 22 May 2017, the customer contacted the company stating he was unhappy with the works undertaken and the footpath which had been dug up by the company contractor had not been restored to its previous state.
10. Between the 22 May 2017 and September 2017 various correspondence took place between the customer and the company resulting in the footpath, which had been dug up by the company's contractor, being restored to a state to which the customer was happy with. I understand from the evidence this issue has now been resolved to the satisfaction of both parties.
11. The company has certain obligations in respect of its customer services and I find the customer has been adversely affected by the works carried out by the company due to the lack of

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information throughout his dialog with the company and the length of time to resolve the damage to the customer's property. I am satisfied the company accepts it provided poor service in this respect. This is explained within the company's letter dated 17 August 2017.

12. Within the same letter, dated 17 August 2017, the company has offered £100.00 to cover the stress and inconvenience caused, which the customer has declined as insufficient. The customer has requested £2,808.00 to cover this aspect of customer's claim. However, I find this sum disproportionately high. After careful consideration of all the evidence put forward by both parties I find a sum of £200.00 is more appropriate compensation. I therefore direct the company to pay the customer the sum of £200.00 for this aspect of the customer's claim.
13. With regard to the £11.15 cost of the letters to the company, I am of the view that had the company not failed to provide its services to the standard to be reasonably expected this cost would have not been incurred. Therefore, I direct the company to pay the sum of £11.15 to cover this aspect of the claim.
14. I note the customer's comments the company's correspondence was unprofessional. The customer has highlighted one example that the defence is personalised from a member of Senior Customer Relationship Manager Directors' Office rather than from the company. After careful analysis of all the correspondence submitted in evidence, I am not satisfied it has been proven the company was unprofessional whilst dealing with the customer. With regard to the specific example referred to by the customer the member of the Senior Customer Relationship Manager Directors' Office represents the company and I find the personalisation of the defence likely to be an honest mistake or a typographically error.
15. In light of the above, I find the customer has proven the company failed to provide its services to the standard to be reasonably expected with regards to replacing the pipework and I find the customer's claim for compensation succeeds in part. I therefore direct the company to pay the sum of £261.15 to the customer.

Outcome

The company needs to take the following further action:

I direct that the company should pay compensation of £261.15.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 02 March 2018 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.
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**Mark Ledger FCI Arb
Adjudicator**

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