

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0675

Date of Decision: 08 March 2018

Complaint

The customer's claim is that a stop tap and its associated fittings which were installed by the company in March 2015 has since leaked and has caused his interior walls to be damaged by damp. The customer is seeking the company to repair the damage to his interior walls due to the leak and move the stop tap to a new location.

Defence

The company submits that its assets are not the root cause of the damp within the customer's property. The company undertook extensive investigations which found no evidence that its assets or the stop tap installed on behalf of the customer could be the source of the damp. The company submits that on three occasions leaks were found on the customer's own private pipework and these were fixed by the company despite having no obligation to do so. Furthermore, the water found in the water stop tap chamber was found to be ground water and not fresh water from the company's assets. Therefore, the company is not liable for the costs that would be incurred to repair the damage to the property. Furthermore, any additional compensation is not appropriate as adequate compensation has already been offered regarding the various failures of service. Therefore, the company is not liable for any further damages. In addition to this, the company has not made any further offers of settlement.

Findings

I am satisfied the evidence points to the fact the company did not fail to provide its services to the customer to the standard to be reasonably expected with regard to identifying and repairing any leaks which may have caused damp damage to the customer's property. However, the evidence shows the company failed, when dealing with the customer's complaint, to provide customer services to the standard to be reasonably expected and I direct the company to reissue the expired cheque of £50.00 to the customer.

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Outcome

The company needs to take the following further action:

I direct that the company reissue the expired cheque of £50.00 to the customer.

- The customer must reply by 05 April 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0675

Date of Decision: 08 March 2018

Party Details

Customer: [REDACTED]

Company: [REDACTED]

Case Outline

The customer's complaint is that:

- During heavy rain the customer's property has experienced damp due to alleged defects with the company's assets and/or assets installed by the company surrounding the customer's property, specifically a stop tap installed by the company in March 2015. These defects have led to damp which has damaged the customer's property and requires repairs to the property's internal walls.
- The customer is seeking the company to repair its assets surrounding the customer's property including moving the stop tap chamber to prevent further damp issues.
- Furthermore, the customer is seeking the company to repair the damage to his interior walls due to the damp.

The company's response is that:

- The company's position is that the company has undertaken extensive investigations and tests to find the cause of the reported damp and the company has found no evidence that its assets or the stop tap installed on behalf of the customer could be the source of the problem. Accordingly, the company is not liable for the damage to the property due to the damp or moving the customer's stop tap.
- Furthermore, the company submits that on three separate occasions leaks were found on the customer's private pipework and these leaks were fixed by the company despite having no obligation to do so.

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- The company should not pay further compensation than already offered for the alleged poor customer service as when dealing with the customer's complaint the company did all it could, as quickly as it could and there was no intention to cause the customer stress, inconvenience or waste their time.

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.
3. The dispute centres around the alleged seepage of water from the company's assets into the customer's property causing damp on the internal walls. 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 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 leaks.

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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 that on the 22 January 2015 the customer contacted the company with regard to a leak outside his property. As shown in the timeline set out in the company's defence between 22 January and 3 March 2015 the company undertook various investigations into this leak with the end result being the company replacing the Outside Stop Valve (OSV) boundary box, installing a stop tap with a chamber approximately a meter from the customer's front door on the customer's own pipework and replacing six meters of the customer's private supply pipe between the OSV and the customer's property. Before this time I understand the customer's property did not have a stop valve. According to the company's technician report dated 3 March (company's evidence document 4) the customer was happy for these works to take place. On completion of the works the company states the customer would have been given an information pack which stated that the installation of the stop tap and the private supply pipework replacement was guaranteed for a period of one year and the customer reminded that the supply pipe and its fittings remained his responsibility. From 3 March 2015 until 27 February 2017 there was no further communication between the parties with regards to any alleged leaks.
6. On 27 February 2017 the customer contacted the company to report a leak with a fire hydrant located at the corner of the customer's road and the adjoining road, Oak Place. The evidence shows that the company was already aware of this leak via another customer and repairs were made to the fire hydrant on 3 March 2017.
7. On 2 July 2017 the customer contacted the company to report that the internal walls within his property were showing signs of dampness. As shown in the timeline set out in the company's defence between 5 and 12 July 2017 the company undertook investigations into this issue and it was found that a leak existed past the point of the stop tap (see company's defence evidence 7) and that there was water found in the stop tap chamber. According to the company's defence evidence 14, no leaks were found on the stop tap and the company replaced one meter of the customer's private piping from the stop tap towards the customer's own property.
8. Between 25 July and 22 August 2017 various correspondence took place between the company, the customer and the customer's agent dealing with the dispute regarding the fact that

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the customer wished that the stop tap be moved as he was of the opinion that the damp within his property emanated from the stop tap chamber. Within this period, the company undertook further investigations and found that the stop tap had no leaks, however a leak existed on the toilet cistern within the customer's property. After the damp issue had been raised with CCWater, the company investigated matters further and as shown in the email dated 10 October 2017 within the company defence evidence 17 it was found that no leak existed on the stop tap and after testing that the water within the stop tap chamber was found to be ground water, not fresh water, therefore most likely rain water.

9. Bearing in mind the above, I am satisfied that the damp has not emanated from the company's own assets and that the evidence points to the fact that the damp within the customer's property emanates from either the stop tap chamber or the pipe work within the customer's property boundary from the OSV into the customer's property. Both of which are the responsibility of the customer to maintain and repair as they are within the customer's own private pipework within his property boundary. Who holds responsibility for which section of the pipework is quite clearly explained by the diagram within the company's defence. Furthermore, I find there is not sufficient evidence to support the proposition that the root cause of the damp found by the customer in July 2017 is water emanating from stop tap chamber installed by the company on behalf of the customer in March 2015. Accordingly, the customer's requested redress fails in respect of repairing the internal walls damaged by the damp and the movement of the stop tap to another location.
10. The company has certain obligations in respect of its customer services and I find the customer has been adversely affected due to the lack of information throughout his dialog with the company. I am satisfied the company accepts it provided poor service in this respect. This is explained within the company's letter dated 6 October 2017.
11. Within the same letter, dated 6 October 2017, the company has offered £50.00 to cover the inconvenience caused. The company states this was accepted by the customer within a telephone call dated 9 October 2017. However, the customer denies this and states within his comments that the cheque was not cashed and kept for evidence purposes.
12. After careful consideration of the telephone call dated 9 October I find that the offered £50.00 relates only to the customer service aspect of the dispute and not to any liability regarding the damp issue. Furthermore, the customer clearly accepted the £50.00 on the basis it was for the

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failings in customer service he had experienced. I note that the customer states he has not cashed the cheque for £50.00 due to some confusion as to whether it applies to liability regarding the damp issue and now the cheque expiry date has passed. I am satisfied that the offered £50.00 adequately compensates the customer for the failings in customer service experienced and I therefore direct the company to reissue the cheque of £50.00 to the customer for this aspect of the customer's claim.

13. In light of the above and with regard to identifying any issues with the customer's boiler and restoring full hot water to the customer property, I am satisfied the evidence points to the fact that the company did not fail to provide its services to the customer to the standard to be reasonably expected. However, the evidence shows the company failed, when dealing with the customer's complaint, to provide customer services to the standard to be reasonably expected and I direct the company to reissue the expired cheque of £50.00 to the customer.

Outcome

The company needs to take the following further action:

I direct that the company to reissue the expired cheque of £50.00 to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 05 April 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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A handwritten signature in black ink, appearing to be 'ML', followed by a long horizontal line that ends in a small arrowhead pointing to the right.

**Mark Ledger FCI Arb
Adjudicator**

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