

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0691

Date of Decision: 20 March 2018

#### Complaint

The customer submits that there was a leak from the company's supply equipment from 2003 until its repair in 2013. The customer has requested a refund for the leaking water that he has paid for. The company has denied that there was a leak. It suggested that the water in the meter shaft was from rainwater, however the meter shaft is located under a roof and is not open to the weather. The meter is also located above the water table. The company has refused to acknowledge this.

#### Defence

The company states that it investigated the customer's supply on multiple occasions and found no leak. It replaced parts of the customer's supply in an attempt to resolve the issue. The customer's bill is correct. The payment plan agreed to by the customer would not cover the existing bill and charges for the next year.

The company made an offer of £90.00 to resolve the dispute; the customer refused this.

#### Findings

No evidence has been provided to demonstrate that there was a leak, that this was sufficiently significant to be recorded on the meter as usage, or that any leak was located after the meter on the customer's supply. The customer's average recorded use was higher following the resolution of the issue in 2013 than during the alleged leak. There was nothing to suggest that the customer's bill was incorrect and it would not be possible to assess a leak reduction based on the customer's average use after the work was conducted. The company has correctly followed its debt collection process. The work conducted in 2013 went above and beyond the standard expected from a reasonable water supplier. Any distress experienced by the customer was not caused by any failure by the company to provide an appropriate level of service.

#### Outcome

The company does not need to take any further action.

The customer must reply by 19 April 2018 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0691

Date of Decision: 20 March 2018

## Party Details

Customer: ██████████

Company: ██████████

## Case Outline

### **The customer's complaint is that:**

- The customer states that there was a leak from the company's supply equipment between 2003 and the company fixing this in 2013. The leak was demonstrated by the water meter being submerged in water. Following the repair, the meter is no longer submerged and the shaft it sits in is dry. The company has denied that there was a leak and said that the water was rainwater; the meter is situated under a roof and is not open to the weather. The water table in the area is below the bottom of the meter shaft. The water therefore could not have been rainwater. The company refuses to acknowledge this evidence.
- The customer has requested a "proper" response from the company, cessation of letters threatening court action, reduction of the outstanding bill by a leakage allowance, and £800.00 in compensation for distress over 15 years.

### **The company's response is that:**

- The company states that the customer's recorded usage has been exceptionally low throughout the lifetime of the account, regardless of if there are one or two occupiers. There are times when usage increases slightly, usually in May, and the company is not aware of the reason for this; however the company does not know which months of the year the customer spends in France. The company checked for leaks on the meter and the supply and found none in December 2001. The company checked this again in January 2004, October 2011, March 2012 and February 2013. No leaks were found. Notwithstanding this, between 15 and 20 March 2013 the

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company dug up the outside stop valve, exchanged the ferrule, relayed the water supply from the water main to the property boundary, and replaced the meter box. The customer was happy that the issue had been resolved. The company reattended between 20 and 22 March 2013 and resolved an issue caused by grit in the customer's internal plumbing. The customer has not substantiated any damages claim for this incident. The company is unwilling to reduce the customer's bill as it never found a leak. The customer has agreed to set up a payment plan of £5.00 a month on the outstanding balance; however this will be insufficient to cover what he will owe as a payment plan is designed to cover outstanding charges and charges over the following 12 months.

### **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 submits that there was a leak from the company's assets on his water supply between 2003 and its repair in 2013. He claims a reduction in the cost of his bills during this period to reflect the leak.
2. I am mindful that, in order to have been charged for water lost due to a leak, the leak would have to have been located after the water meter, after the point of measurement; otherwise, the water would be lost before it could travel through the meter and be recorded against the customer's account.

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3. The customer's claim that there was a leak for which he should receive an allowance is based on the meter being submerged in water. I note that the company did not find any active leak when it inspected the meter and pipework. The customer has provided photographs, however these are undated and unannotated. They appear to have been taken on or around 18 March 2013, based on the date on the contractor barrier and the meter reading displayed. I note that these photographs show the meter area to be damp. There is no evidence that the meter area was flooded, or that the water level was rising. Accordingly, if there was a leak, I find that it must have been very small in nature to allow the water level to drain away, rather than flood the shaft in which the meter is located. There is no evidence that, if such a small leak existed, that it was located after the customer's water meter or that it was sufficient to be registered on the meter.
4. The company has provided the meter readings for the customer's meter since 8 January 1997 when it was installed with a reading of zero. I consider that, if there was a leak that was registering on the customer's water meter, especially one that was present for around 10 years, that this would be reflected in the meter readings before and after the alleged leak. I have reviewed the meter readings and I note that the average daily use between 8 January 1997 and 6 December 2001, prior to the alleged leak, was 0.0668, equivalent to 66.8 litres. The average daily usage between 18 November 2013 and 6 November 2017, following the work conducted by the company, was 0.0830, equivalent to 83.0 litres. The average daily use between 27 May 2004 and 12 November 2012, where the customer states the leak was present on the pipework, was 0.0800, or 80 litres.
5. I find that there is no discernible difference in the customer's usage as recorded over the period of the alleged leak and the period after the company conducted works and satisfied the customer that the issue had been resolved. Whilst the daily use has fluctuated within these periods, I am not persuaded that this is indicative of a leak where no additional use is reflected, on average, over the disputed period.
6. My decision must be based on the balance of probabilities from the evidence provided. The evidence does not support that there was any leak on the pipework for which the customer has been charged. I acknowledge that there may have been a minor issue causing a small amount of water to accumulate in the meter shaft, however I am satisfied that this was so small that it could not be identified as a leak and that the customer has not incurred any costs as a result of this.

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7. The customer has requested a reduction of his outstanding bill by a leakage allowance. For the reasons provided above, I am not persuaded that the customer has incurred any additional charges for water as a result of a leak as no leak has been proven to exist, nor that any leak that may have been present affected the meter reading. The customer's average usage has not reduced following the work conducted by the company; it would therefore not be possible to provide a leakage allowance based on the customer's average use after the repair as the average is greater than that recorded during the disputed period. This aspect of the customer's claim is therefore unable to succeed.
8. The customer has also requested a "proper, courteous, intelligent response" from the company that does not 'stonewall' his arguments, and for the company to stop sending letters about court action in relation to the outstanding bill. I am mindful that the company's responses have reflected its findings, consistent across all visits, that there was no leak on the customer's supply. As above, I have found that no leak has been demonstrated. I am not persuaded that the company has fallen below the standard expected of a reasonable water supplier in respect of its responses to the customer that suggested other causes for the water in the meter shaft. I am mindful that, despite finding no evidence of a leak, the company carried out works to replace parts of the customer's supply in an attempt to resolve the issue; I find that this step went beyond the standard of service expected from a reasonable water supplier as the company had been unable to find a leak on the pipework. As above, I have also found that the customer's recorded usage remained consistent on average over the period of the alleged leak; there is therefore no basis for any finding that the outstanding balance is incorrect. In view of this, I am not persuaded that the customer is entitled to any further or different response from the company, nor that it should cease its debt collection activity in respect of the entire outstanding bill.
9. Finally, the customer has requested £800.00 in compensation for the "distress caused to us over the fifteen year history of this dispute". I acknowledge that the customer has been caused some distress during the period that he believed that there was a leak from the company's equipment on his supply and that he was incurring charges for this. However, I must find that the company has taken the customer's reports of a leak seriously, despite its investigations not finding that there was a leak on the supply. Whilst the customer has been distressed by receiving debt collection letters, I am satisfied that these related to a legitimate outstanding bill and that the company was merely following its debt recovery process. Furthermore, the company carried out

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work to replace parts of the customer's supply, despite no leak being found, and immediately rectified the subsequent issues with the customer's internal plumbing caused by this work. I am satisfied that it has appropriately reviewed whether a leak allowance should be applied and reasonably found that none should be offered.

10. I am not persuaded that any distress experienced by the customer can be reasonably attributed to the company falling below the standard reasonably expected of a water supply company. Whilst the customer has been caused distress, I find that this is related to the company only in respect of its legitimate debt collection activity, its advice on the outcome of its leak investigations, and its confirmation that the customer's account was not due a leak allowance. I am therefore not persuaded that the passenger is entitled to recover compensation for the distress felt during the dispute.

#### **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 19 April 2018 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.

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**Alison Dablin**, LLM, MSc, MCI Arb

**Adjudicator**

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