

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0807

Date of Decision: 17 September 2018

Complaint

The customer states that he has two complaints against the company. Firstly, the customer believes that the company caused a leak in his internal water pipes when it installed a smart meter. The customer states that there was no issue before the meter was fitted. Therefore, in his opinion, the leak must have been caused by the company. The customer has raised this issue with the company; however, it does not accept any liability for causing the leak. Secondly, the customer indicates that he would like the company to accept some liability for the cost of recent works on his drain. The customer asserts that the company had previously indicated that it was responsible for the drain and it has also made free repairs on it in the past. The customer therefore expects the company to make a significant contribution to the costs that he has incurred in relation to these issues and to pay him for stress, inconvenience and loss of earnings. Consequently, the customer's claim is for the company to pay him a total of £5456.00.

Defence

In response to the first element of complaint, the company explains that a meter exchange is a very simple process and does not involve moving the pipe on which it is located. It states that no issues were reported by the meter-fitter at the time of the installation and there is no actual evidence that this event (five months before the leak was discovered) was the cause of the leak at the customer's property. Therefore, the company does not accept any liability for this issue. In response to the customer's second element of complaint, the company confirms that it has attended the customer's property on numerous occasions since January 2017 in relation to his drain. The company submits that it was able to clear a blockage in the customer's manhole on its first visit. The company states that, following investigation, it was then confirmed that the sewer was single-serving and therefore a private sewer. The company accordingly advised that any further issues with the customer's drain was a private issue for the customer to resolve. In early February 2017, the customer contacted the company to advise that his contractor had removed concrete build-up in the drain caused by his builders but that they discovered a break in the pipe where the private sewer connects to the company's sewer. The

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company confirms that it attended the customer's property on the same day and confirmed the break in the pipe. It arranged for the pipe to be repaired as it incorrectly believed that this was its responsibility. However, after closer examination of the CCTV footage, it was discovered that the fault was actually on the customer's private pipe and not the company's. Nonetheless, as a gesture of goodwill, the company arranged to repair the pipe free of charge. This was all explained to the customer. The company understands that this issue may have confused the customer; therefore, as a gesture of goodwill, it offered the customer £100.00. However, the customer did not accept this. In light of all the above, the company does not accept that it has failed to provide its services to the standard to be reasonably expected and does not accept any liability for the customer's claim for redress.

Findings

Based on the submissions provided, I am not satisfied that the company failed to provide its services to the standard to be reasonably expected by the average person. Given the circumstances, I find that the company's actions were fair and reasonable. Therefore, the customer's claims for redress do not succeed.

Outcome

The company does not need to take any further action.

The customer must reply by 15 October 2018 to accept or reject this decision.

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The company's response is that:

- The company is aware that the customer believes the leak at his property was caused by its smart meter installation five months earlier. However, it states that a meter exchange is a very simple process and does not require it to move the pipe on which it is located. It states that no issues were reported by the meter-fitter at the time of the installation and there is no actual evidence that this event was the cause of the leak at the customer's property. Therefore, the company does not accept any liability for this issue.
- In response to the customer's second complaint (the drain works), the company confirms that it attended the customer's property on numerous occasions since January 2017 in relation to his drain. The company submits that it was able to clear a blockage in the customer's manhole on its first visit. However, on subsequent visits, it became clear that the blockages were being caused by deposits of concrete (on one occasion it found that the customer's private sewer was 60% full of concrete wash). The customer confirmed that this was a result of the building works he was carrying out at the time.
- The company states that a CCTV survey confirmed that the sewer was single-serving and therefore a private sewer. The company accordingly advised that this was a private issue for the customer to resolve.
- In early February 2017, the customer contacted the company to advise that his contractor had removed the concrete build-up caused by his builders but that they discovered a break in the pipe where the private sewer connects to the company's sewer.
- The company attended the customer's property on the same day and confirmed the break in the pipe. It arranged for the pipe to be repaired as it incorrectly believed that this was its responsibility. However, after closer examination of the CCTV footage, it was discovered that the fault was actually on the customer's private pipe and not the company's. Nonetheless, as a gesture of goodwill, the company arranged to repair the pipe free of charge. This was all explained to the customer.
- The repairs were carried out on 15 February 2017 and completion was confirmed with the customer on 24 February 2017 (as shown in the account notes). At this time, the customer stated he would be looking for compensation from the company for further drain works. The company responded that, as explained previously to the customer, it was not responsible for the maintenance of the customer's private drain.
- The company acknowledges that the customer has submitted a statement from an organisation called '[] Environmental Engineering Ltd' who also incorrectly concluded that the break in the pipe might be on the company's side of the pipe. However, the company confirms that its in-

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depth CCTV investigations have shown that the break was actually on the private section of pipe and it was not therefore the company's responsibility.

- The company understands that this issue may have confused the customer and, as a gesture of goodwill, it offered the customer £100.00. However, the customer did not accept this.
- In light of all the above, the company does not accept that it has failed to provide its services to the standard to be reasonably expected and does not accept any liability for the customer's claim for redress.

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.

In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show on a balance of probabilities that the company has failed to provide its services to the standard one would reasonably expect and that as a result of this failure the customer has suffered some loss or detriment. If no such failure or loss is shown, the company will not be liable.

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 customer's complaint relates to two main issues. The customer's first complaint relates to his belief that when the company installed a smart meter it caused a leak in his private water pipes. The customer's second complaint is that the company should accept some liability for the cost of recent works on his drain. Consequently, the customer's claim is for the company to pay him a total of £5456.00 for the cost of repairs and for stress, inconvenience and loss of earnings.
2. I remind the parties that adjudication is an evidence-based process and in order for any remedy to be awarded, the evidence must show that the company has not provided its services to the standard that would reasonably be expected of it.
3. At this stage, it is important to highlight that I am not a water services engineer or plumbing expert and I am unable to make any independent determinations in relation to the exact causes of pipe leaks and/or blockages. I am, however, able to review the evidence and submissions put forward by the respective parties and draw conclusions accordingly.
4. In relation to the customer's first complaint, it is his assertion that there was no leak before the company installed the water meter. Therefore, in his opinion, the leak must have been caused by the company. I acknowledge the customer's belief that the installation of the meter and the leak are linked and I appreciate the inherent difficulties in establishing the exact causes of a leak at a property. However, taking into account the interval between the meter installation and the discovery of the leak (five months), the consistency of the company's position in relation to this issue and the level of detail provided by the company in its explanations for why the meter installation could not have caused the leak; on a balance of probabilities, I am not satisfied that the company was responsible for the leak. Accordingly, under the circumstances, I am unable to find that the company's refusal to accept liability for the leak at the customer's property amounts to a failure to provide its services to the standard to be reasonably expected by the average person.
5. Turning to the customer's second complaint, it is clear that he would like the company to accept some liability for the cost of recent works on his drain because the company had previously indicated that it was responsible for it and had even undertaken free repairs to it.

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6. Based on the submissions provided, I accept it is possible that the company (by its actions) may have initially led the customer to believe that it was responsible for the drain by clearing blockages from it for free. However, it is evident from the account notes that, upon further investigation, the company's position was promptly clarified and it advised the customer that the affected drain was private and therefore not the responsibility of the company. The customer subsequently commissioned his own drain works.
7. It is also not in dispute that having been contacted by the customer the company attended the property to inspect a break in the drain pipe. Again, it was initially believed the break was on the company's assets. However, after further investigation, the company established that the affected pipe did not fall under its responsibility and it promptly explained this to the customer. Nevertheless, as a gesture of goodwill, I acknowledge that the company nonetheless repaired the drain free of charge.
8. Accordingly, I accept that there was some initial confusion as to whether the company was responsible for the maintenance of the drain/repair of the break in the pipe. However, I am satisfied that the company promptly clarified these issues (after further investigation) and that its actions in response to this matter were fair and reasonable. Specifically, I note that the company cleared the blockages in the customer's drains and later repaired a break in the drain pipe for free (despite not being obliged to do so). In addition, in recognition of any confusion caused by this matter, I note that the company offered the customer £100.00 as a gesture of goodwill. However, the customer did not accept this. Consequently, I do not find that the company's actions as detailed above amount to a material failure to provide its services to the standard to be reasonably expected by the average person.
9. The customer has sought to rely on a statement from '[] Environment Engineering Ltd'. I note that this statement indicates that the root cause of the customer's drain issues was due to an "[] Junction" (the company's junction). However, I can see that the company responded to this report on several occasions and confirmed that whilst it also initially reached the same conclusion, further in-depth investigation established that the issue was on the customer's side of the pipe. I note that the company has supported this conclusion with a site service map, CCTV footage extracts, engineer notes and site photographs. I again reiterate that I am not a water services engineer or plumbing expert and I am unable to make any independent determinations based on the interpretation of raw technical data. I am only able make my

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decision based on the submissions and evidence provided by the parties. I find that on a balance of probabilities based on all the submissions provided, the company bears no liability for the cost of undertaking repairs to the customer's drain.

10. Taking into account all of the above, under the circumstances, I am not satisfied that the company's overall actions regarding the issues as raised by the customer amount to a material failure to provide its services to the standard to be reasonably expected by the average person.

11. Therefore, following careful review of all the submissions provided, I am not satisfied that the evidence shows any failures on the part of the company. Consequently, in the absence of any unresolved failures on the part of the company, I am unable to uphold the customer's claim 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 15 October 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.



E. Higashi LLB (Hons), PGDip (LPC), MCIArb.

Adjudicator

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