

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0828

Date of Decision: 7 December 2018

Complaint

The customer has had high water bills. The company visited his property and broke the inside stop valve, flooding his property. The customer requests compensation for this and the stress and anxiety caused.

Defence

The company has investigated the customer's reports of high water bills but found no evidence of a leak. There may be an issue with the customer's internal plumbing and this is his responsibility to investigate. The company's technician attempted to close the inside stop valve as part of its leak tests and this broke, causing a leak in the customer's hallway. The company isolated the leak within one minute, helped to clean up the water and replaced the valve free of charge. It has asked for evidence of the customer's costs but nothing was provided. It therefore provided the customer with a £50.00 gesture of goodwill.

Findings

The company's investigations have demonstrated that there is no leak on the supply to the internal stop valve. The customer will be liable for the recorded water use, even if this is lost due to an internal plumbing issue. It is for the customer to investigate and resolve any issues with his internal plumbing. There was no evidence of any negligence on the part of the company's technician in respect of the inside stop valve. The evidence suggested that this had been improperly fitted. The company is therefore not liable for any losses flowing from the valve breaking. It nevertheless replaced the valve free of charge, assisted with mopping up the water, and asked for evidence of the customer's loss. The gesture of £50.00 was reasonable and proportionate in the circumstances and as no evidence of any loss was provided.

Outcome

The company does not need to take any further action.

The customer must reply by 10 January 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0828

Date of Decision: 7 December 2018

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer has complained of high bills to the company. During one visit, the company broke the internal stop valve, flooding the customer's property. The customer cleaned the water himself. The company has provided £50.00 in compensation however the customer believes this to be arbitrary.
- The customer requests £100.00 in compensation, plus additional compensation for the stress and anxiety caused.

The company's response is that:

- The company states that the customer has been complaining of high water bills since his metered account was opened in 1997. The company has visited and investigated, but tests have found no evidence of any leak. The company offered to send its plumber to investigate if there was any leak on the customer's internal plumbing, however the customer did not take up this offer. The company visited the property on 7 June 2017 to check that there was no leak on the supply. During this visit, the company's technician attempted to turn the inside stop valve off in order to check for a leak between the external meter and the stop valve. The inside stop valve broke during use, causing water to flood the floor for less than a minute. The technician turned off the water at the outside stop valve. The company arranged for a new inside stop valve to be fitted, correctly and in line with the relevant regulations, free of charge. The customer's inside stop valve had not been fitted in accordance with the necessary regulations. The technician

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assisted the customer with cleaning up the floor and the company sent him a letter apologising. The company does not pay compensation for stress and inconvenience as they cannot be substantiated. The customer has not provided any information about exactly how much cleaning up and drying out was needed. The company therefore sent the customer £50.00 as a gesture of apology. The company has referred to the electoral register for the property and this indicates that up to six people lived at the property in October 2017; the usage recorded on the customer's water meter is not excessive for this number of occupants. If the customer believes that the occupants have not used the amount of water recorded on the meter, he should employ the services of a reputable plumber to check all plumbing inside the flat. Internal plumbing is the customer's responsibility.

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.

How was this decision reached?

1. The customer has complained of high water bills. I note that the customer's metered water account has been open since 1997. It is not clear if the customer moved into the property at this time, or if the water meter was fitted in 1997. Whilst the customer's letter of 23 October 2017

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queries whether the company “can put a meter to a property without advising or taking permission of the owner”, I have no evidence in relation to the initial fitting of the water meter.

2. I also note that, in the company’s letter of 4 September 2017, it advises that the customer’s charges did not increase after billing from the meter commenced. It confirms that the amount of water passing through the meter has remained at a consistent level.
3. In the absence of any evidence indicating that the company fitted the water meter without authority, either in the form of a request by an occupier or under a compulsory metering scheme, I find that the company must charge the customer by reference to the usage recorded on the water meter.
4. In respect of the water use that is recorded, I note that the company has taken the customer’s concerns seriously. It fitted internal meters to the customer’s flat and the shop below it. The use recorded on the internal meters was the same as the use recorded on the external meter. It also showed that the majority of the use was being recorded in respect of the flat.
5. I acknowledge the customer’s submissions that the water use recorded is excessive for the number of occupants, stated in the customer’s reply to be three persons. However, I am mindful that the customer will be liable for all water recorded on the meter, even where this is lost through a leak. The evidence shows that, through the company’s tests, it has ascertained that there is no leak between the external water meter and the inside stop valve. This indicates that the use is therefore being correctly recorded, or water is being wasted through an issue with the customer’s internal plumbing. The plumbing within the customer’s property is his responsibility to maintain and, accordingly, it is for the customer to investigate if there is any reason for the excess water use within his flat.
6. I note that the company has provided the customer with the details of a plumber, however the customer, in his reply, states that that plumber is “extremely expensive” and asks for “upfront fees” that were payable whether or not a leak was found. As above, the customer is responsible for investigating any issues with his internal plumbing, and for the cost of any plumber he uses to complete this investigation. The customer is able to instruct any plumber he wishes to complete such an investigation, or to decline to complete any investigation. However, the customer will remain liable for all recorded water use, even where this may be being lost due to an issue with the customer’s internal plumbing.

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7. In respect of the incident involving the broken inside stop valve, I find that the available evidence is somewhat limited. Neither party has provided any photographs. Whilst I accept that the flooding water would have been an emergency situation, the customer has not provided any photographs showing the impact of the flood, such as damaged items or the property as it was being cleaned.
8. The company has provided an email dated 8 November 2018 that includes a statement from the technician involved. The technician states that the leak “was in the hallway only” and lasted for “a maximum of a minute” before it was isolated. The floor in the hall is stated to be parquet, which the technician helped to mop and clean for the customer. The technician reiterated that “the isv valve was incorrect in that it was more akin to a radiator valve and inadequate push fittings were used”.
9. I find no indication, from the evidence, that the technician showed any ‘lack of skill’ in operating the inside stop valve on 7 June 2017. The evidence suggests that the inside stop valve was not fit for purpose, being similar to a radiator valve rather than a valve capable of controlling mains pressure water. The technician has also stated that inadequate push fittings were used.
10. As above, the customer is the party responsible for the maintenance and repair of the internal pipework. This would include the inside stop valve. In the absence of any evidence that the company’s technician damaged the inside stop valve through his negligence or misuse, I am unable to find the company responsible or liable for the damage or flooding.
11. Notwithstanding this, I note that the company immediately arranged for the inside stop valve to be replaced free of charge. It has also requested further details from the customer in order that it may fully assess a claim for compensation.
12. The customer states that he cleaned up the leak himself in order to avoid ‘catastrophic’ damage. Whilst I accept that the customer would be unlikely to have any invoice for the initial clean up of the leak, he may nevertheless have had to hire dehumidifiers to stop any lasting water damage from taking place. From the evidence provided, it does not appear that there was any need to hire dehumidifiers or take any action beyond cleaning up the leaked water. I also note that the company’s technician states that he assisted with cleaning up the water.

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13. The customer has requested compensation for the incident of £100.00 plus a further, unspecified, sum for the stress and anxiety caused. I accept that the incident will have been stressful for the customer. However, I am mindful that, as above, there is no evidence to show that the incident was caused through negligence or misuse by the company's technician. The evidence suggests that the inside stop valve was not suitable and had been improperly fitted. The company is therefore not responsible for the damage to the valve. It nevertheless arranged for the immediate replacement of the valve, after promptly isolating the leak and assisting with the clean up. I also note that the company wrote a letter of apology to the customer after the visit.

14. The company has provided a £50.00 payment to the customer in acknowledgement of the stress and anxiety caused, after the customer was unable to provide evidence of any expenses or losses incurred. In considering this case in full, I find this sum to be reasonable and proportionate to the issue. The company acted immediately to rectify the damage, free of charge to the customer, despite the root cause of the leak being a fault with the valve fitting. I find no failure of the company to provide the services to the standard expected of a reasonable water supplier. I am therefore not persuaded that any further compensation is warranted in this case. The customer's claim is therefore unable to succeed.

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 10 January 2019 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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A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a long horizontal line that ends in a small flourish.

Alison Dablin, LLM, MSc, MCI Arb

Adjudicator

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