

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0841

Date of Decision: 2 October 2018

Complaint

The customer states that the company installed a water meter at his property. After some time, his water pipes started to make a banging noise. The customer believed that this issue was caused by the water meter so the company eventually arranged for it to be disconnected and the customer was pleased with this resolution. Sometime afterwards, the customer's ceiling collapsed due to a burst water pipe. The customer states that, in his opinion, the banging noise from the pipes (which he believes was caused by the water meter) was the root cause of the ceiling collapse. Consequently, the customer believes that the company is ultimately responsible for the ceiling collapse and should pay him compensation for its repair. The customer complained to the company and requested £720.00 to repair his ceiling. The company did not accept any liability for this issue. The customer is now claiming compensation from the company in the sum of £720.00.

Defence

The company confirms that it installed a water meter at the customer's property in January 2016. The company states that the customer first reported a banging noise from his internal water pipes in April 2017 (over a year after the installation of the water meter). The company states that given the very long interval between the two events, it is confident that its installation of the water meter on the external water pipe was not the cause of the customer's burst internal water pipe and subsequent ceiling damage. The company states that there is no actual evidence that its water meter installation was the cause of the ceiling collapse at the customer's property. The company states that it has appropriately explained this position to the customer. The company states that, in light of the above, it 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. I am unable to objectively conclude that the water meter installation led directly to the customer's ceiling damage. Given the

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circumstances, I find that the company's actions were fair and reasonable. Therefore, the customer's claim for redress is unable to succeed.

Outcome

The company does not need to take any further action.

The customer must reply by 30 October 2018 to accept or reject this decision.

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The company's response is that:

- It confirms that it installed a water meter on the external water pipe at the customer's property in January 2016.
- The company further confirms that the customer first reported a banging noise from his internal water pipes in April 2017 (over a year after the water meter installation).
- The company states that given the very long interval between the two events, it is confident that its installation of the water meter on the external water pipe was not the cause of the customer's burst internal water pipe and subsequent ceiling damage. This is further supported by the fact that there were still some reports of banging noises from the customer's pipes after the disconnection of the water meter.
- The company states that there is no actual evidence that its water meter installation was the cause of the ceiling collapse at the customer's property. The company states that it has appropriately explained this position to the customer.
- The company states that, in light of the above, it 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 claim hinges on his belief that there is a link between the installation of a water meter in January 2016, a banging noise in his water pipes in April 2017 and a burst internal water pipe in his ceiling. Therefore, the customer seeks compensation from the company in the amount of £720.00 for the cost of repairing the damage caused to his ceiling by the burst pipe.
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 meter engineer or plumbing expert and I am unable to make any independent determinations in relation to the exact causes of internal water pipe ruptures. I am, however, able to review the evidence and submissions put forward by the respective parties and draw conclusions accordingly.
4. The customer believes that the company's installation of a water meter at his property caused a banging noise in his internal pipes and that this led to a burst water pipe (causing damage to his ceiling). Therefore, in his opinion, the damage to his ceiling was ultimately caused by the company. I acknowledge the customer's belief that there is a link between the installation of the meter and the internal water pipe rupture and I appreciate the inherent difficulties involved in trying to establish the exact causes of a burst water pipe at a property. Nevertheless, it is for the customer to show that there is more likely than not a link between these events and that consequently the company is liable to meet the cost of repairs to his ceiling. I have considered the customer's submissions and the undisputed facts in this matter, in particular the interval of time between the water meter installation and the water pipe bursting. I am not satisfied that the customer has shown that there is a link between the two events. Furthermore, I find the period of time between the installation of the meter and the incident significant and take note of the fact that the company states that there are still reports of banging in the customers pipes. On a balance of probabilities, I find am not satisfied that the company was responsible for the customer's internal water pipe rupture.
5. Accordingly, under the circumstances, I am unable to find that the company's refusal to accept liability for the costs of repairing damage caused by a burst water pipe at the customer's

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property amounts to a failure to provide its services to the standard to be reasonably expected by the average person.

6. 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 established failures on the part of the company, I do not 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 30 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), MCI Arb.

Adjudicator

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