

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0903

Date of Decision: 25 October 2018

Complaint

The customer states that there have been recurring leaks on his private supply pipe for the past 14 years and he is displeased that the company has now stated it will no longer provide him with any further leak allowances. Instead, the company has advised him to replace his leaking private supply pipe to stop any further leakage. However, replacing his private supply pipe will be expensive and he feels that the company's proposed contribution towards this is not significant enough. The customer also requested that the company moves his water meter closer to his property for his convenience. The company refused this request and has stated that the water meter is in a functionally appropriate location. Therefore, the customer's claim is for the company to move his water meter closer to his property and to provide him with greater (financial) assistance in replacing his private supply pipe.

Defence

The company does not accept any liability for the customer's claims. The company's scheme of charges makes it clear that it is not obliged to provide more than one leak allowance per customer (and that it reserves the right to refuse any further requests). This is also confirmed in the company's leak allowance claim form and the company's Instrument of Appointment. It has provided the customer with four previous leak allowances since 2004 and when it provided its latest discretionary leak allowance to the customer, it strongly suggested that the customer carry out a full replacement of his private supply pipe to stop any further leaks. The company explains that the water meter is in a functionally appropriate location. Therefore, it does not accept the customer's request to move this closer to his property.

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 find that the company was entitled to stop providing the customer with any further leakage allowances and to refuse to move his water meter closer to his property for his convenience. Furthermore, I am not satisfied that the company is under any obligation to make any further

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contribution to the customer's expenses in replacing his leaking private supply pipe. 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 22 November 2018 to accept or reject this decision.

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The company's response is that:

- The company does not accept any liability to the customer.
- It states that its scheme of charges makes it clear that the company is not obliged to provide more than one leak allowance per customer (and that it reserves the right to refuse any further requests). This is also confirmed in the leak allowance claim form (which the customer has signed twice).
- Furthermore, the company states that its Instrument of Appointment (by the Secretary of State of the Environment) also confirms that it is not required to provide leak allowances to customers for subsequent leaks.
- The company confirms that it has provided the customer with four previous leak allowances since 2004 (he has therefore received significantly more leak allowances than he was entitled to). When it provided its latest discretionary leak allowance to the customer, it strongly suggested that the customer carry out a full replacement of his private supply pipe to stop any further leaks.
- With regards to the customer's request to move his water meter closer to his property for his convenience, the company explains that the meter is in a functionally appropriate location (accessible for reading, inspection, testing and maintenance). Therefore, it does not accept the customer's request.
- Consequently, the company does not accept that it is liable to provide the customer with the redress claimed.

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.

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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 is displeased that the company is now refusing to provide him with any further leakage allowances for the leaks on his private supply pipe (it is instead advising him to replace his leaking pipe). Furthermore, the customer is also displeased that the company has refused to move his water meter closer to his property for his convenience. Accordingly, the customer is now claiming for the company to move his water meter closer to his property and for it to provide him with greater (financial) assistance in replacing his private supply 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. I note that the company has submitted a copy of its scheme of charges, its Instrument of Appointment (by the Secretary of State for the Environment) and the customer's leakage allowance claim form. Upon careful review of all these documents, I note they all confirm that the company is not obliged to provide more than one leak allowance to a customer. I am particularly mindful of the customer's leakage allowance claim form (signed and dated by the customer himself) which expressly states, in underlined font, that the company only provides a 'one-off' leakage allowance. Accordingly, in light of all the above, I find that the company was only obliged to provide the customer with one leakage allowance with respect to his leaking private supply pipe.
4. It is not disputed that the company has provided the customer with four previous leak allowances for the leaks on his private supply pipe since 2004. I find that the customer has therefore received significantly more leak allowances than he was entitled to. Consequently, I am unable to conclude that the company's refusal to provide the customer with any further leak allowances (in accordance with its scheme of charges, Instrument of Appointment and the conditions as listed on the company's leakage claim form) amounts to a failure to provide its services to the standard to be reasonably expected by the average person.

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5. The customer also states that he is displeased with the company's refusal to move his water meter closer to his property. Whilst I appreciate the customer's preference to have the water meter moved closer to his property for his convenience, I am mindful that the company has provided a detailed explanation for its refusal to move the meter from its present location. Specifically, the company has explained that the meter is currently in functionally appropriate location and easily accessible for reading, inspection, testing and maintenance. Accordingly, having weighed the arguments put forward by the parties in relation to this issue, I am not satisfied that the company's refusal to move the customer's water meter close to his property amounts to a failure to provide its services to the standard to be reasonably expected by the average person.
6. In the interests of completeness, I have noted that (in his comments on defence) the customer confirms and accepts that he is ultimately responsible for the maintenance and repair of his private supply pipe. Accordingly, whilst I note that the company has already offered a contribution of £100.00 towards the customer's costs, I do not find that the company was obliged (contractually or otherwise) to provide any financial contribution towards the cost of the customer's replacement of his leaking private supply pipe.
7. Following careful review of all the submissions provided, I am not satisfied that any failures have been established on the part of the company to provide its services to the standard to be reasonably expected by the average person. Consequently, in the absence of any failures on the part of the company, I can only conclude that the customer's claims do not succeed.

Outcome

The company does not need to take any further action.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 22 November 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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