

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0983

Date of Decision: 2 November 2018

Complaint

The customer was without water from 9 to 14 May 2018. He submits that he was advised that the company had reduced the water pressure in the area, and that it then caused a leak on the pipework by increasing the water pressure. The company has provided poor customer service, only blaming the management company.

The customer requests compensation totalling £2227.00.

Defence

The company submits that it received a call about the customer having no water on 9 May 2018 and it attended that evening. The outside stop valve had been almost fully closed and, when the technician opened this, a leak to the private supply pipe appeared. The company repaired the leak on 14 May 2018. The private pipework, including internal stop valves, were in poor condition. The company denies that it is liable to the customer as the issues were wholly on private pipework.

Findings

The company is obliged to provide water to the private pipework, commencing at the boundary of a property. On the balance of probabilities, the company had provided acceptable water pressure to the outside stop valve and the private pipework between 9 and 14 May 2018. The company repaired two leaks to private pipework on 10 May 2018. The evidence is unclear as to what action was taken to restore the water on 14 May 2018, however on the balance of probabilities, the action must have been taken on the private pipework by the management company as the company had continuously provided water at an adequate pressure.

Outcome

The company does not need to take any further action.

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

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0983

Date of Decision: 2 November 2018

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer submits that there was low water pressure in his flat. This was reported to the company. An engineer attended and increased the pressure. This burst a pipe. The engineer advised the customer that the water pressure had been turned down in the area. The customer was without water for five days and had to spend one night in a hotel. The pressure had returned to normal on the Monday; the low pressure had been reported on the previous Wednesday. The company has denied that the issue was its responsibility, stating that it was the responsibility of the management company, AssetManagement. The company has not provided any answers or customer service and was only interested in blaming the management company. The customer believes that the issue was mismanaged and that it was the responsibility of the company to make water available to his flat through pressure, and then to repair the leak that was created. The company turned the water back on to the customer's flat and the company should have been responsible from the start.
- The customer claims a total of £2227.00 in compensation.

The company's response is that:

- The company states that it received a call from the account holder at the customer's address at 20:17 on 9 May 2018, advising that there was no water at the kitchen tap. The customer was unable to speak to neighbours to find if they had water. The company sent a technician to investigate and, at 23:46, the technician noted that the Outside Stop Valve controlling the water

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supply to the block of flats was almost fully closed. When the technician opened the valve, he discovered a leak on the private external supply pipe. On 10 May 2018, the company repaired two leaks on the private pipework by capping two 'dead legs'. A private plumber employed by the management company, AssetManaging Agency, called the company on 11 May 2018 and was advised that the company had carried out two repairs as a gesture of goodwill. As the pipework is private, it would be a private matter to resolve any further issues and the responsibility of the property owner. A technician attended on 14 May 2018 as a neighbour advised that they still did not have water. The technician checked all outside stop valves and found them to be open with no leaks. He inspected the inside stop valves for each property and found them to be in a poor state and most to be inoperable. The technician flushed the main water pipe in the road and checked that all outside stop valves in the vicinity of the customer's home were fully open. The technician found no issues that were the company's responsibility and believed that the management company would need to replace the inside stop valves to eliminate these as a cause of the issue. The company denies that it is liable to the customer as it was not responsible for the loss of the water supply.

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 has claimed compensation on the basis that he was without water for five days. The company denies that it is liable to the customer, stating that it was not responsible for the issue. It is therefore necessary for me to determine the cause of the customer's property being without water for five days.
2. The company has provided its call notes in respect of the customer's property and neighbouring flats. At 20:17 on 9 May 2018, [], the customer at the customer's flat, called the company to advise that they had no water at the cold kitchen tap. At 21:41, the company advised the customer to call the management company and stated that it would speak to a neighbour to discuss if the management company or the company would attend. The company sent an engineer to the property and his job note is timed at 23:46 on 9 May 2018. This note states that the technician found the outside stop valve to be "almost closed". When the technician opened the valve, he discovered that there was a burst to the supply to the flats.
3. There is no statement within the call notes or the technician report to indicate that the company had reduced the water pressure to the area. I note that the evidence shows a number of reports of no water or low water pressure, however these are limited to the three blocks of flats served by the same communication and supply pipes. There were no reports of low water pressure or no water from any other properties on the customer's road, [].
4. The company attended the property on 10 May 2018. The company has provided an email, dated 11 May 2018, that includes photographs taken on 10 May 2018 and provides an explanation of the work carried out. The email notes that a customer had advised that the poor pressure had started the previous night, i.e. 9 May 2018, and continued all day on 10 May 2018. There was a visible leak caused by a pipe with a blown cap end. After repairing this, a further leak emerged and was capped.
5. The customer remained without an adequate water service until 14 May 2018. On this date, the company sent a further technician. The job note states that, when the technician arrived, he checked and found that all valves were open and that there were no leaks. The internal stop valves were in a poor condition and most were inoperable. The technician flushed the 'wo', stated by the company to be the 'main water pipe in the road'. The note expressly states that the

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technician was unable to find any issues 'our side', and that the managing agents were to complete the work.

6. It appears that the water service to the customer's property was restored following this visit, either as a result of action taken by the company or due to steps taken by the managing agents.
7. I acknowledge the customer's submissions that the company's defence is "not true", reiterating that the mains water supply had been turned off and that it was the technician turning on the water via the outside stop valve that caused the leak, and that this leak was only fully repaired on the Monday, 14 May 2018. However, I find that the company's notes are clear that the outside stop valve had been almost completely closed when it arrived and, when this was opened, a leak was found which was repaired on 10 May 2018. I have no alternative evidence to demonstrate that the company's evidence is unreliable or misleading. I am satisfied from the evidence that the events between 9 and 14 May 2018 were as described above.
8. It is now necessary to determine whether the events detailed above constitute a failure by the company to provide the water service to the standard of the reasonable water provider, and in line with its statutory obligations.
9. The company is obliged to provide water to the private pipework of residential properties. Whilst it must ensure that residential properties have access to water, it is not responsible for the repair and maintenance of the private supply pipes and water infrastructure within the property boundary. As a result, the company will have met the obligation to provide water by ensuring that a minimum of 1 bar of pressure is available at the property boundary, where the outside stop valve is located. The property owner is then responsible for ensuring that the private pipework is maintained in good working order, capable of transporting that water to the property taps.
10. In respect of the ownership of the water supply pipes, the company has provided a basic diagram of this. The company is responsible for the water main and the communication pipe. The communication pipe is connected to both the water main and the private supply pipe. The owner of a property is then responsible for the private supply pipe. This private supply pipe commences at the boundary to a customer's property, usually where an outside stop valve is located. The private supply pipe will then transport the water to the point of entry to the customer's house or flat and the internal plumbing of the property.

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11. In this case, the customer's property is a flat that is managed by the management company, AssetManaging Agency. This company either owns the group of flats or is employed by the freeholder to manage them. I am satisfied that it is AssetManaging Agency that is the party responsible for arranging for the repair and maintenance of any plumbing issues located within the boundary of the property, including on the private supply pipe.
12. As above, I am satisfied that the company did not cause the leak to the private supply pipe. The customer reported a loss of water pressure and, when the technician arrived on 9 May 2018, he found that the outside stop tap had been almost fully closed. I find that the most likely explanation for this is that the pipework was leaking and that an unknown third party closed the outside stop valve in order to stop the water that was flowing onto the ground. I find that there is no evidence that the company caused this leak, by opening the outside stop valve or otherwise.
13. The evidence shows that, whilst the company did receive a number of complaints of customers having low water pressure or no water, these were all from neighbours sharing the private supply pipe linked to the outside stop valve. The company did not receive any similar complaints from other properties on Trotwood.
14. Additionally, the photographs provided by the team sent to repair the leaks on 10 May 2018, show water spraying up from the grass and gushing from the end of a pipe. I am mindful that these leaks were on the private supply pipe, after the outside stop valve. I am satisfied that these photographs demonstrate that the company was providing adequate water pressure to the outside stop valve serving the customer's property.
15. It is not clear what step, taken by either the company or the management company, restored the water supply to the customer's flat. The company did flush the main water pipe in the road, however in view of the photographs demonstrating the water flow to the private pipework beyond the outside stop valve, I find, on the balance of probabilities, that flushing the main water pipe would not have made any significant difference to the amount of water being supplied to the private pipework. I have not been provided with detailed information about steps taken by the management company, however it is clear that they were involved in the issue and received advice from the company on potential issues with the pipework within the block of flats.

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16. In view of this, I am satisfied that the company was not the cause of the leak to the private pipework and, in any event, it repaired these promptly on 10 May 2018. I find, on the balance of probabilities, that the company was providing an adequate water supply to the outside stop valve and the private supply pipe at all times. Whilst it is not possible to determine the precise reason why the customer did not have water until 14 May 2018, I am satisfied, on the balance of probabilities, that this issue must have been caused by issues with the private pipework between the outside stop valve and the customer's taps as the evidence shows that the company continuously provided adequate water pressure to the outside stop valve. The pipework beyond the outside stop valve is the full responsibility of the management company; the company cannot be held responsible for any failure to provide water services where this is caused solely by issues on private pipework. For these reasons, the customer's claim against the company is 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 30 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.



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

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