

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0985

Date of Decision: 9 November 2018

Complaint

The customer states that he has suffered loss and damage due to very high water pressure into his property. The alleged damage includes a boiler and other kitchen fittings. The customer claims that he has lost revenue due to tenants not being able to live in his property. He seeks compensation of £6000.00.

Defence

The company states that it has no legal obligation regarding the upper limits of water supply pressure. The company has made goodwill gestures such as adding a Pressure Reduction Valve to the property and rerouting the customer's water supply to an alternative, lower pressure supply. The company does not accept any liability.

No offer of settlement was made.

Findings

The company has not breached its legal obligations and the evidence does not support a finding of any failure in the actions of the company.

Outcome

The company does not need to take any further action.

The customer must reply by 7 December 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0985

Date of Decision: 9 November 2018

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- He was experiencing high water pressure at his property, []. (The Property.)
- He states his first complaint was in September 2017.
- This water pressure meant that the boiler had to be replaced, due to damage caused.
- The tenants in the property had to move out which meant a loss of income for the customer.
- He states that the water supply had to be turned off to prevent further damage.
- He states that the company installed a Pressure Reducing Valve (PRV) but that this did not resolve the issues.
- He states that the installation of a PRV is an indication that the company accept that it was to blame for the high pressure of the water.
- He states that the actual water pressure was estimated to be 25-30 bar.
- In redress the customer seeks £6000.00 in compensation for loss and damage.
- In his reply the customer states that the company has missed out a lot of detail regarding the work carried out on his property and the time it took.

The company's response is that:

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- It was originally contacted by the customer on the 21st February 2018 regarding high water pressure at the customer's property.
- There is no legal upper limit set on the water pressure and that the company was not under any legal obligation regarding the customer's complaint.
- It states that there were no changes to the water supply and no fluctuations that could account for a change in pressure.
- It states that the log shows a continuous pressure of 10 bar and that 10.5 bar is the maximum pressure that can be reached in the customer's area.
- It states that all fixtures and fitting should, by law, be able to withstand up to 15 bar of water pressure.
- It states that it installed a PRV as a goodwill gesture and it states that it has arranged for the customer's property to be placed on a lower pressure mains.
- The company has offered to cover the plumbing costs accrued due to cancellations of re-routing works.
- The company does not believe that the customer has substantiated his claim for £6000.00.

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?

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1. The customer claims that the water pressure into his property was too high and that this caused damage to his property and the loss of his income from his tenants. The company denies any liability for the alleged high water pressure.
2. The customer does not include any evidence relating to the measurement of the water pressure or what the pressure was during the period when his property was allegedly affected. He states in his application *"It was estimated to be 25-30 pressure."* However, there is no further detail regarding how this pressure was measured, who measured it, on what date was it measured etc. or any other supporting evidence for this statement.
3. The company states that the logging of the water pressure shows that it was stable at 10 bar. The company has stated in its defence at page 2: *"During our investigations, we found that the pressure at the boundary of the property was 100 metres head (or 10 bar)."* The company has stated in a letter to the customer dated 28th March 2018 and produced in evidence by the company, *"I have been advised that at the time of the incident the water pressure was consistent at 100 metres per head (10 bar) which was maintained prior, during and after the incident is within reasonable limited"* (sic). The company does not provide any detail in its defence of what it considers are the reasonable limits for water pressure. I note that in its letter to the customer dated 13th July 2018, in the CCW documents, it states *"industry guidelines are that it (water pressure) should not exceed 10 bar."*
4. In considering this I have looked at two documents that the company has submitted in evidence. The Water Regulations and Advisory Scheme states under Water Supply Industry Interpretations and Advice that: *"A supply capable of delivering 9 litres/minute at a pressure of 10m head at the boundary of the property is an Ofwat reporting criterion."* Further, the advice at the Consumer Council for Water (CCW) webpage states: *"There is no defined upper limit for water pressure in the industry and therefore no guaranteed standard for high pressure. However, plumbing fixtures and fittings must meet British Standards of 10 bar. In our experience, it is quite exceptional for pressure to be this high. If you have reason to believe that the company supplied a higher pressure than 10 bar to your property which caused damage, you should contact them. We recommend that you let your insurance company know about any incident of damage to your property which might lead to a financial claim."*
5. On the evidence provided in this matter I find that the pressure was in the range of 10 bar. I am persuaded that, according to the sources cited in paragraph 4, 10 bar pressure is at the very top

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of the range of acceptable water pressure and is in fact on the border of being too high. I note that the CCW have stated that this level of pressure is “quite exceptional.” However, I have no evidence before me as to whether or not this type of pressure could have caused the damage claimed by the customer.

6. Regarding the fittings in the customer’s property. The customer has produced photographic evidence of some of the damage and stated that he has had to have fittings, including the boiler, replaced. I do not have any information regarding the specifications of the fittings which were allegedly damaged in the customer’s property.
7. I note that the company has stated in its defence that the fittings must be able to withstand 10.5 bar of water pressure. The company cites The Water Supply (Water Fittings) Regulation (1999), Schedule 2, para 5. *“Every water fitting shall be capable of withstanding an internal water pressure not less than 1½ times the maximum pressure to which that fitting is designed to be subjected in operation.”* And Schedule 2 para 12. *“The water system shall be capable of withstanding an internal water pressure not less than 1½ times the maximum pressure to which the installation or relevant part is designed to be subjected in operation (“the test pressure”).”*
8. The company’s interpretation of this legislation in respect of this case is that, because the normal pressure to the property is 10 bar, it would expect the private pipework to withstand 15 bar of pressure. I am not persuaded that this is the correct interpretation of the legislation. The legislation actually requires that the fittings shall be capable of withstanding pressure to 1 ½ times the maximum pressure to which that fitting has been manufactured to be subjected to. That means that if the fitting were, for example, a fitting designed to withstand 5 bar in operation, it should actually withstand 7.5 bar in use. The company has taken the legislation to mean that the fitting has to withstand 1 ½ times whatever the “normal” water pressure actually is coming into a property, rather than the pressure that the fitting was manufactured for and advertised as being capable of withstanding.
9. I note that para 12 of schedule 2 also lays out the tests that are to be applied to the water fittings upon installation to assess whether or not they satisfy the requirements of the 1999 Act. I do not have any evidence of tests carried out on the water fittings in the customer’s property, either the original fittings, or the subsequent fittings.

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10. I find that the customer has not provided sufficient evidence to show that the fittings in his property met with legislative requirements. I have no evidence as to the suitability of the fittings.
11. Regarding the liability of the company. The company has cited section 65 of the Water Industry Act 1999. It states that this does not define any upper limit regarding water pressure. The company also maintains that the Guaranteed Standards of Service guidelines do not mention high pressure. I have looked carefully at the legislation and guidance cited and I accept the company's assertion regarding these two citations.
12. I take into account that there is also OFWAT guidance on "water pressure" that states: "*Water companies should make sure that high water pressure does not cause damage to a customer's property if the customer's fittings meet normal standards.*" This clearly imposes some responsibility on the company regarding the effects of high water pressure. However, I have not been provided with any information regarding the suitability of the fittings that were damaged and, therefore, I do not find that the company has failed in its obligations under this guidance.
13. The customer has not identified any legislation or guidance that supports his claim. I take into account that he is not legally qualified, and I have read carefully through the legislation myself, as it had been referred to by the company. There is nothing which would counter the company's view of its liability in legislation. I did identify the OFWAT requirement in paragraph 12 above but find that I have been given inadequate information to make any finding under this guidance.
14. I note that the company states that it cannot find any evidence of any changes or alterations that would cause an increase in the water pressure in its system. The customer does not counter this assertion and it does not form part of the application that there were any identifiable changes in the system that caused the increase in pressure.
15. Regarding the actions of the company. It is common case that the company has fitted a Pressure Reducing Valve (PRV) to the customer's supply and that this did not resolve the problem for the customer. Further, both parties agree that the company then re-routed the customer's water supply to a different, lower pressure source. The customer believes that these actions show acceptance on the part of the company regarding its responsibility for the high pressure. The company states that these actions were goodwill gestures and were carried out on a no liability basis.

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16. I have assessed the photographs provided by the customer in the CCW papers of the work carried out at his property. The scale of the work was clearly a large undertaking for the company. I am mindful that while the company did not have strict liability under legislation regarding the high water pressure, it could not have ignored the customer's complaint without potentially being negligent. I note that once the company states it was aware of the problem it undertook an investigation (the evidence of its research is attached in the appendices to its defence) and attempted to mitigate the circumstances by the work that it undertook. That work has now been concluded successfully and the pressure within the property is at 3 bar. I do not find that the company has accepted liability in carrying out the work, particularly as it specifically denies any legal obligation in its defence.

17. For clarity, I have seen the extent of the damage caused by the alleged water pressure at the customer's property and I have noted his itemised list of damages and losses, which is in the CCW papers. I can only take the matter of damage into account where I have found that the customer has provided evidence that is sufficient to show that the company is legally responsible for the water pressure causing damage to the customer's property. I have not found that to be so in this case.

18. It follows from the above that I find that the customer has not proved that there has been a departure by the company from the standard reasonably to be expected of it and the customer does not succeed in his 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 9 December 2018 to accept or reject this decision.

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- 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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J J Higgins, Barrister, ACI Arb.

Adjudicator

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