

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1027

Date of Decision: 12 November 2018

Complaint

The customer lost water pressure and a leak was found on his supply pipe. The customer submits that the company did not do enough to help him investigate this issue. The customer incurred costs for an unnecessary leak investigation, accommodation, and time off work. No goodwill payment has been offered. The customer requests £825.00 covering reimbursement of his expenses and the cost of water for the period this was not being supplied.

Defence

The customer contacted it advising of low water pressure. The company visited and identified a leak on the customer's private supply work. The customer is responsible for the repair of this. The customer and his neighbour instead opted to have new water connections fitted. This was expedited by the company. It acknowledges some customer service failures.

The company has offered the customer the sum of £150.00 for the customer service issues.

Findings

The leak was to the customer's shared private supply pipe. Responsibility for the repair of the pipe fell to the customer and his neighbour. The company was maintaining an adequate supply of water to the outside stop tap and was not responsible for the loss of water services at the customer's house. The company did fail to attend an appointment to connect the customer's new connection; however, the appropriate payment has been made for this. The company is not responsible for the customer's expenses. The offer of £150.00 was reasonable and proportionate to the customer service failings and the stress and inconvenience these caused.

Outcome

The company needs to take the following further action:

Pay the customer the sum of £150.00 in compensation.

The customer must reply by 10 December 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 12 November 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The customer spent three months without water at their home. The customer contacted the company about a loss of water pressure. A leak was found on the private pipework supplying the customer's home, beneath the neighbour's conservatory wall. The customer believes that the company did not do enough to help him investigate the issue of there being no water at his home, and the customer service was poor. The company has not offered any goodwill payment, only a refund of the payments made during the period without a water supply. The customer incurred costs for accommodation, days off work, and a private leak investigation that was of no use.
- The customer requests a total of £825.00 in compensation, to cover the cost of accommodation, lost wages, a refund of water charges, and the contractor costs.

The company's response is that:

- The company states that it visited the customer's property on 11 November 2017 and confirmed that there was a leak on the private water supply, suspected to be located under a building at a neighbouring property. A leaflet explaining the responsibility for water supply pipes and repairing leaks was given to the customers on the joint supply. The loss of supply was due to a leak on the private pipework. It was the responsibility of the property owners to arrange a repair. The customer chose to replace the pipe, rather than repair the existing pipe. The company accepts

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that its service could have been better and offered a payment of £150.00; this was not accepted. The company denies that it is liable to the customer in respect of the costs 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.

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 contacted the company on 6 November 2017 to advise of poor water pressure at their property. The company visited the customer's property on 11 November 2017. At this point, the water pressure was measured at 2.6 bar at the boundary box. A small leak was found to the boundary box, but there was a large, visible leak on the private pipework, beneath the neighbour's conservatory wall.
2. I am mindful that the company is obliged to provide water services to the customer's private pipework. Where there is a failure in the water supply, the company will only be liable for any losses suffered where the failure on the water supply is located on some part of the water network for which the company is responsible. The company will not be liable where the failure in the water supply relates to an issue on private pipework.

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3. The company is responsible for the repair and maintenance of the water main and the communication pipe. The communication pipe is the supply pipe from the water main to the customer's private supply pipe. The boundary between the communication pipe and the private supply pipe is the outside stop tap; the stop tap itself is the responsibility of the company.
4. The private supply pipe may be the responsibility of one customer, or, where the pipe serves more than one property, the responsibility for the pipe will be shared between the property owners that the pipe serves.
5. In this case, the customer received water from a shared private supply pipe. This pipe was shared with the customer's neighbour. The pipe also travelled, physically, below the neighbour's property.
6. I find that, when the company visited on 11 November 2017, it found a small leak on the boundary box, for which the company was responsible. The company replaced the boundary box, repairing this small leak, on 17 November 2017. However, the company also found that there was a large leak to the private supply pipe, thought to be below the conservatory wall.
7. I am satisfied that the loss in water pressure at the customer's property relates to the large leak on the shared private supply pipe. I find that the company was, during this time, supplying the private pipework with water at a level above the legal minimum. I note that this resulted in the leak being estimated at around 75,000 litres per day, however the company is not able to turn a domestic water supply off.
8. The responsibility for the repair of the private supply pipe was shared by the customer and his neighbour. I note that, rather than repair the shared supply pipe, both the customer and his neighbour applied for new connections to the company's water network through its lead and shared scheme. This effectively rectified the leak as, whilst the pipe was not repaired, it could be disconnected from the company's network once no customer remained attached to it.
9. I am mindful that, where a leak is on private pipework, it is for the customer to repair this. There is a formal legal process for the company to follow where a customer does not repair a leak, involving the issuance of a Section 75 notice to repair. In this case, the company did issue a letter on 14 December 2017 requiring the leak to be repaired in seven days or it would complete the repair itself. It put the Section 75 procedure on hold after receiving confirmation from the

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neighbour, on 15 December 2017, that they and the customer were both applying for new connections.

10. The customer contacted the company on 2 January 2018 to advise that a contractor was installing the new supply. The company arranged a site visit for 8 January 2018 to inspect this work. The company then agreed to complete the new connection on 12 January 2018. This appointment was missed, and it does not appear that the customer was given notice that the appointment would not be kept. The customer's new connection was completed on 17 January 2018.
11. In view of the above, I find that the reason for the customer's loss of water was due to the leak on the private supply pipe shared with his neighbour. The customer opted to obtain new water connections rather than repair the existing pipework. I find that the earliest time that the customer could have been connected to the new connection was 12 January 2018. Until this date, the only water connection to the customer's property was the leaking pipe. I find that the only period in which the company played any part in the customer not having access to water is from 12 January 2018, the date on which the new connection should have been connected, and 17 January 2018, the date on which the new connection was actually connected.
12. However, I am mindful that, throughout this period, the company had complied with its legal obligation of providing sufficient water pressure to the customer's private supply pipework. The reason the customer's house was without water was due to the leak on the private supply pipe, rather than any failure of the company to provide the water services in line with the legal requirements.
13. I note that the company has provided the customer with a £30.00 Guaranteed Standards Scheme (GSS) payment in respect of the missed appointment on 12 January 2018. I am not persuaded that the customer is entitled to any greater payment as the company was maintaining the supply to the old pipework until the new connection was completed by it.
14. In reviewing the customer service, I am satisfied that there were delays in responding to some of the customer's letters, for which GSS payments have been made. I find that a large part of the customer's distress relates to the company not taking ownership of the repair of the pipe. However, as above, the leak was on the private supply pipe. The company attended promptly and confirmed the location of the leak. It then commenced the legal process that is required

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before it is able to step in and repair private pipework. This legal process was put on hold as the customer and his neighbour opted for new connections, and it also expedited the new connection process. I find that the action taken by the company in respect of the leak and the new pipework did meet the standard expected of a reasonable water supplier, albeit that the customer was unhappy that he was not assisted in repairing the leak to the private supply. However, I find that the company did fall below the standard expected when it sent a letter to the customer on 1 February 2018 advising that it would take action to repair the leaking pipe, despite being aware that the customer and his neighbour had had new connections completed on or around 17 January 2018.

15. Notwithstanding this, I accept from the correspondence that there were a number of communication breakdowns. The customer's complaint indicates that the customer did not fully understand that the leak was to a pipe for which he shared responsibility with the neighbour, and that the loss of the water service related solely to this private leak. I note that the company states that it advised the customer of his responsibilities during the site visit on 11 November 2017; I accept, on the balance of probabilities, that the company could have better explained these to the customer as the representative would have been able to identify if the customer fully understood his obligations in respect of the leak.
16. Turning to the remedies requested by the customer, he has claimed £150.00 for the cost of accommodation, £225.00 for lost wages, £150.00 for a refund of the cost of water services during the leak, and £300.00 as a refund of the cost of a contractor investigation. The customer has clarified these claims in his comments.
17. In respect of the accommodation, this relates to two days in mid-January when the customer's drive and frontage were dug up. I find, on the balance of probabilities, that this work was carried out by the customer's contractor in order to fit the new water connection. This was required due to the leak on the private supply pipe. I find that the company was not responsible for the customer requiring a new water connection, and that it therefore cannot be held liable for the customer's accommodation cost.
18. The claim for lost wages relates to the visit on 8 January 2018 that required access to the property, and 12 and 13 January 2018 where the company did not attend and did not communicate that they would not be attending. I find that the visit on 8 January 2018 was necessary to confirm that the new pipework could be connected to the company's water main.

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This visit took place and I therefore find that no loss is recoverable from the company for this. I have not been provided with evidence showing that the company planned to attend on 13 January 2018, and I therefore find that no loss is recoverable from the company for it not attending on this date. Finally, the 12 January 2018 visit was missed by the company. The GSS scheme provides set compensation levels for issues such as missed visits. I note that the relevant GSS payment has been made. I am not persuaded that the customer is entitled to recover lost wages as no evidence has been provided demonstrating that the customer has actually incurred this loss. However, I do accept that the missed visit did cause the customer stress and inconvenience, especially as it delayed the new connection and, accordingly, the restoration of a usable water supply to the customer's house.

19. The contractor cost is claimed by the customer as he was given the details of two companies that could inspect for a leak. One of these companies attended, dug holes, and advised that the leak was not on the customer's property.
20. I acknowledge that the customer contacted the contractor on the advice of the company's representative, following the 11 November 2017 site visit. However, it is clear that, at this time, "water was pouring out of the neighbours extension wall". I am mindful that the customer was responsible for confirming the source of the leak and having this repaired. I am satisfied that this contractor cost was incurred during an attempt by the customer to confirm the location of the leak, but that the contractor did not investigate on the neighbour's property, despite the supply pipe being shared. I am not persuaded that this cost is recoverable from the company as it was a reasonable one to incur when investigating a leak on the private supply pipe, and I have no evidence that the company's representative instructed the customer to investigate leaks solely on his property.
21. Finally, the customer has claimed £150.00 for the cost of water services for three months. I note that the company offered this sum to the customer, stating it to be a goodwill gesture in respect of the customer service issues experienced by the customer.
22. As above, I am satisfied that the company was, at all times, meeting its legal obligation to the customer by supplying an adequate water supply to the edge of the private supply pipe, at the outside stop tap located in the boundary box. In view of this, and that the customer's inability to use the water service was due to a leak on the private supply pipe, I am satisfied that the

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company is entitled to recover the ordinary water and sewerage charges during the period of the leak.

23. However, I am satisfied that the customer service issues in how the company handled the customer's complaint and the leak did cause the customer some stress and inconvenience. I find that the company's offer of £150.00 reflects these customer service failures and I find it to be reasonable and proportionate to these. I therefore direct the company to pay the customer the sum of £150.00 in recognition of the failures made when handling the customer's complaint and the leak repair.

Outcome

The company needs to take the following further action(s):

Pay the customer the sum of £150.00 in compensation.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 10 December 2018 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

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

Alison Dablin, LL.M, MSc, MCI Arb

Adjudicator

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