

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1035

Date of Decision: 23 October 2018

Complaint

The customer was advised by the company that there was a leak on his private pipework. The customer incurred expense in replacing this. When the company came to reconnect the new supply, it found a leak on its pipework. The customer claims compensation for the cost of the work to replace the pipe and to reinstate his driveway.

Defence

The customer reported a high bill and the company excavated its pipe between the stop tap and the boundary of the customer's property. The company and the customer agreed that there was no leak on that pipework, and that the leak must be on the customer's pipe. The customer replaced his pipe and the company inspected this. It then arranged to have the new pipe connected to its water main, and to have its pipe replaced. When it was replaced, the pipe was found to have developed a leak. The customer's water meter radio unit was faulty and the company replaced the meter itself when the customer remained unhappy with its readings.

Findings

The company excavated its pipework on 16 November 2017 and the note is clear that there was no leak evident. The customer requested his water be turned off on 6 November 2017. The leak later found on the company's pipe could have been caused after 16 November 2017, such as by backfilling the excavation trench. On the balance of probabilities this leak was not present on 16 November 2017. The company could therefore not be held liable for the cost incurred by the customer in maintaining his private pipework. The water meter consistently recorded use of around 0.05m³ per day once the pipe was replaced; the replacement meter has also recorded at this level. There was no evidence that the meter was faulty.

Outcome

The company does not need to take any further action.

The customer must reply by 20 November 2018 to accept or reject this decision.

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pipe that was its responsibility. When this was completed, a leak was found on the lead pipe; this had not been evident on the earlier visit.

- In respect of the water meter, no issues were found with the meter itself, only the radio unit that allowed for remote meter readings to be taken. The company exchanged the radio unit and then the meter itself after the customer remained concerned with the usage recorded. The company has credited the customer's account with £375.99 to compensate him for the water lost through the leak, and it cleared the outstanding balance of £22.20. The company has also made two goodwill payments of £50.00 for service failures when dealing with this matter. The company denies the customer's claim.

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 had a water meter fitted in May 2017. On 30 October 2017, the customer contacted the company to advise of a high bill. The meter readings gave an average daily usage of 0.99m³.

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2. The evidence shows that the company visited on 16 November 2017. The company arrived onsite at 14:45 and excavated from the stop tap to the boundary of the customer's property. The note from this job states that no leak was found and that the leak must be on the private pipe. The note expressly states, "customer watched us dig and agrees with us it is on private side".
3. My decision must be made on the balance of probabilities, from a review of the evidence provided. I am satisfied from this note that the company excavated the pipework that it was responsible from the stop tap to the boundary of the customer's property, and that, at this point, no leak was evident on this section of pipework. I have no evidence, such as photographs, to demonstrate that this section of pipework was leaking at or before 16 November 2017
4. The customer then replaced the private section of water pipework, starting at the boundary to his property. This was completed on 11 December 2017 and the company visited to confirm that the work met its standards on 18 December 2017.
5. On 28 December 2017, the company visited the customer's property to connect the new pipe. At this time, it also renewed the section of pipe from the stop tap to the customer's boundary. The note states that this pipe was leaking at that time.
6. The customer's claim is based on it being unnecessary for him to replace the private section of pipework. I note that the customer commenced work to replace the private pipework on or around 29 November 2017, but that he requested the water be turned off from 6 November 2017, prior to the company excavating its pipework, as he was concerned about the bills.
7. I am satisfied from the evidence that there was a leak on the customer's private pipework. As at 16 November 2017, there was no leak to the lead pipe maintained by the company. I am mindful that the act of backfilling the trench dug to inspect the pipe may have caused damage to that pipe; however, I am satisfied that this leak could only account for water loss from 16 November 2017 onwards. As the customer's water was turned off from 6 November 2017 date, until 28 December 2017 when the company also replaced its section of pipe, I am satisfied that the company's pipe was not the cause of any part of the leak being recorded on the customer's meter.

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8. In respect of the water meter itself, I note that the radio unit was faulty. The pit in which the meter sits was also filled with water, however tests confirmed that this was groundwater, and not from the mains supply.
9. The meter readings have been provided, along with the average daily use recorded. Between 8 May 2017, the date the meter was installed, and 24 October 2017, the usage recorded was 0.99m³ per day. Between 24 October 2017 and 16 January 2018, the use reduced to 0.21m³ per day. From 16 January 2018 onwards, the usage was around 0.05 to 0.06m³ per day, rising to 0.13m³ per day based on the 2 May 2018 reading, immediately prior to the meter being replaced. The new meter, fitted on 2 May 2018, was read on 17 August 2018 with a reading of 0005. This provides the average daily usage of 0.046m³.
10. I find that the meter readings following replacement of the water pipe are consistent with the readings recorded on the new meter. As the water in the meter pit has been confirmed not to have come from the company's water supply, I find no evidence to suggest that the water meter fitted on 8 May 2017 was recording water usage in a faulty manner.
11. I am satisfied from the evidence that there was a leak on the private water supply, within the boundary of the customer's property, resulting in excess use of around 0.94m³ per day. I am satisfied that there was no leak on the company's pipe when this was excavated on 16 November 2017 and, as the customer's water was turned off at his request on 6 November 2017 to avoid wasting water and incurring charges, I am satisfied that no water was lost through the leak to the company's pipework, this being replaced on 28 December 2017, immediately prior to the water supply being turned back on.
12. For these reasons, I am unable to find the company liable for any costs incurred by the customer in the repair and maintenance of his private pipework. The company has applied a leakage allowance which is not in dispute. I therefore find that the customer's claim is unable to 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 20 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.
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Alison Dablin, LLM, MSc, MCI Arb

Adjudicator

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