

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1115

Date of Decision: 21 January 2019

#### Complaint

The customer had for many years rented a field to use for the rescue and rehabilitation of horses. She had never paid more than £8.00 per month for her water consumption and had never been in arrears. There was a leak on the stop tap and this resulted in her receiving a high bill. Two men came out from the company and confirmed that it was the company's stop tap that was at fault. The company has had every chance to grant a leak allowance but has chosen not to do so. The customer would like the company (1) to grant the leak allowance that she has been pressing for and (2) to acknowledge that the problem arose because of the company's stop tap.

#### Defence

The customer was told on 27 April 2018 that there was a leak on the private supply. The wholesaler's policy stipulates that, for any allowance to be considered, a leak must be repaired within 28 days of first being detected. The company confirmed this to the customer both verbally and in writing. Some of the increase in consumption was caused by a fault on the stop tap. However, for any allowance to be considered, the leak must be repaired in its entirety. There has been no confirmation that the leak on the private pipe has been repaired (and if it has been repaired, whether such repair was completed within 28 days of 27 April 2018).

No offer of settlement has been made.

#### Findings

The leak allowance has not been denied to the customer unfairly. A leak on the private pipework ("the Further Leak") was discovered at the property on 26 April 2018. The company informed the customer at that time (1) of the existence of the Further Leak and (2) of the need to contact a plumber in order to have it repaired privately within 28 days and (3) of the way that the wholesaler's policy worked with regard to leak allowance generally and how her eligibility might be affected.

#### Outcome

The company does not need to take any further action.

The customer must reply by 18 February 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1115

Date of Decision: 21 January 2019

## Party Details

Customer: [ ]

Customer's representative: [ ]

Company: [ ].

## Case Outline

### **The customer's complaint is that:**

- For many years, she had rented a field at the property ("the Field") to use for the rescue and rehabilitation of horses. In all this time, she had never paid more than £8.00 per month for her water consumption and had never been in arrears.
- There was a leak on the stop tap and this resulted in her receiving a high bill.
- She only had horses on the Field for three months. The stop tap was turned off except when filling the single horse trough.
- She was unable to read her meter – it was too low down and misted up. The company was unhelpful and failed to assist her. In the circumstances, she had to resort to radical action and shut off the stop tap herself.
- There has been no water consumption at the property since March 2018.
- She ended her tenancy on 3 September 2018 and the company was informed of this.
- Notwithstanding the problem with the positioning of the meter (and it being misted up), the company told her that it was her responsibility to read the meter.
- The positioning of the meter meant that she was unable to provide a reading for the end of her tenancy of the Field. She is concerned that she will be charged for the new occupier / tenant's usage at the property.
- In respect of the leak, two men came out from the company and said that it was the company's stop tap that was at fault.

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- The company has had every chance to grant a leak allowance but has chosen not to do so. As a result of these problems, the company has lost her tenancy of the Field.
- She would like the company:
  - to grant the leak allowance that she has been pressing for; and
  - to acknowledge that the problem arose because of the company's stop tap.

**The company's response is that:**

- On 28 January 2018, the customer emailed to advise that she had received a higher than normal invoice and that there was water leaking from the stop tap.
- The customer also mentioned that, on four occasions previously, visits had been arranged by engineers but that the engineers had failed to arrive. She was unhappy about the level of service that she had received and stated that:
  - she had made several calls to the company but to no avail; and
  - she had written to the company on three occasions but had not received a response.
- The company has investigated the account but has been unable to locate any calls or correspondence between 2016 and the point of receipt of the 28 January 2018 email. It is possible, however, that these calls were made directly to the wholesaler's emergency leak number.
- A response was made to the 'stage 1' complaint on 28 March 2018. The customer was advised that a request had been sent to the wholesaler, who would be in contact to arrange an appointment, and that the company would be back in contact on or before 13 April 2018.
- Due to an acknowledged delay on the company's part, a credit of £20.00 was applied to the customer's account.
- On the same day that the company was due to provide an update, it received a further letter of complaint. This triggered 'stage 2' of the complaints process and had to be dealt with by one of the company's senior customer resolution team members. Unfortunately, this meant that the company failed to contact the customer on 13 April 2018, as it had previously promised it would. Due to the company's failure to make this call, it has applied a further £20.00 gesture of goodwill to the customer's account.
- The customer was then contacted on 19 April 2018. She was advised that a visit had taken place that day and that a leak had been located on the stop tap. The wholesaler made an appointment to repair the leak on the 26 April 2018 and the company advised that it would be in touch after that to discuss the outcome of the visit.

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- On 27 April 2018, contact was made with the customer to discuss the visit outcome. The customer was advised that the leak on the stop tap had been repaired but that a further leak had been located on the private supply. She was informed:
  - that she would need to instruct a private plumber to repair the leak within 28 days; and
  - that once the repair had been made, she could complete a leak allowance form for the wholesaler to consider granting an allowance.
- With regards to the previous failed engineer visits, the wholesaler has provided information as to the relevant timeline events between August 2017 and April 2018 (“the Timeline”).
- The Timeline evidences that:
  - when visits were raised, appointments did take place and the engineers have tried to repair the leak on the stop tap;
  - on some of the visits, the customer was not called and advised of the appointments but this was due to the customer not needing to be present;
  - the engineers did try to reach the customer by telephone but they were unable to.
- It is submitted, therefore, that - so far as the failed appointments are concerned - no compensation payments are due from the wholesaler as they had attempted to carry these out.
- As to the complaint that the company has been unhelpful regarding the reading of the meter, there was a telephone call with the customer on 7 June 2018. During this call, the company advised that it would not be able to read the meter because a reading had been obtained on the occasion of a recent site visit. That information was incorrect and the company is sorry for any inconvenience that this may have caused. Due to this, it has applied a credit of £20.00 to the customer’s account as a gesture of goodwill.
- As to the claim for a leak allowance, the company first advised the customer of a leak on the private supply on 27 April 2018. The wholesaler’s policy stipulates that, for any allowance to be considered, a leak must be repaired within 28 days of first detection. The company has confirmed this to the customer both verbally and in writing. It has been agreed that some of the increase in consumption was caused by a fault on the stop tap. However, for any allowance to be considered, the leak must be repaired in its entirety. There has been no confirmation that the leak on the private pipe has been repaired (and if it has been repaired, whether such repair was completed within 28 days of 27 April 2018).
- The company was contacted by the landlord to advise that, with effect from 1 October 2018, there would be a new tenant at the property. The landlord was told that they needed to call back on the date of the change of tenancy as the company was unable to perform a change of tenancy in advance. This was also confirmed in the company’s pre-investigation response when

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it was also mentioned that a copy of tenancy agreement would be required. Once the company has received a copy of the tenancy agreement for the new tenant, it will process a change of tenancy.

- The account balance is currently £3021.08. This includes the further 2 x £20.00 gestures of goodwill for the failed call back and for the incorrect information given regarding the reading of the meter. The account is still active, however, and the balance will adjust once the change of tenancy is actioned.
- The company is sorry that the customer feels that she has not received a satisfactory level of customer service but it is maintained that all issues presented have been dealt with.

### 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. I have reviewed in particular:
  - a. the letter dated 27 November 2018 attached to the customer's WATRS Application; and
  - b. all of the materials and contact records appended to the company's defence; and
  - c. the Timeline set out on page 2 of the company's defence.

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2. I have also had the benefit of reading the customer's comments filed in reply to the company's defence. These are contained in a letter dated 6 January 2019 ("Comments").
3. The challenge that the customer raises in her Application is that a leak allowance should have been granted to her in this case. It seems to be common ground between the parties that:
  - a. there had been a leak on the stop tap; and
  - b. this was repaired by the engineers who attended on site on 26 April 2018.
4. There appears to be a question mark, however, over whether a further leak was located on the private supply pipe ("Further Leak") and whether the customer was advised about this. This is a crucial point because it has a bearing on whether any leak allowance might be available. The company refers to the wholesaler's policy in this respect. Under the policy, for any allowance to be considered, a leak must be repaired within 28 days of first being discovered ("the Wholesaler's Policy").
5. On this issue regarding the Further Leak, I note what the customer says in her Comments:

*"... I was not made aware of any leak at all, I only became aware after realizing that monies in excess of £900 had been taken out of my account which resulted in overdraft charges via the Direct Debit Scheme ... The water trough is located approx 24 inches from the stopcock, the stopcock being the only place to have leaked ... Several farmers and two plumbers could not find a leak, except on the stopcock. I met with and received a text from their employees on 26th April 2018 saying job done, they had repaired their leak and it was all done ... If someone could check if the meter was read by the workers on 26.04.2018, they will see that no water was used since, as they repaired their leak ... Had there been a leak on our side then it would have surely been covered by the owner of the field's insurance. Had we had a leak I would have contacted the owner, however as [the company's] notes state and their workers agreed, they fixed the leak ..."*
6. On my reading, the gist of the customer's Comments appears to be that:
  - a. she disputes that there ever was any Further Leak; and
  - b. the only leak of which she was aware was to the stop tap (which was not her responsibility to repair).
7. The company, however, submits that the customer was informed that the Further Leak had been

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discovered and that advice was given to her about the implications of this so far as her leak allowance claim was concerned.

8. From my review of the materials appended to the defence, I have noted the entry that is recorded on the company's file for 26 April 2018:

*"26.04.2018 – Team found leak on boundary box fitting and repaired it but there's another leak on the customers side. Called the lady and told her."*

9. I have also noted that, subsequently, the company emailed the customer in the following terms ("Emails"):

**"... Leak**

*Following on from our conversation yesterday about you being unable to read the meter, I'd strongly advise you to contact a plumber urgently to repair the leak at your property. As failure to repair the leak within 28 days may affect your claim for an allowance. [ ] won't be able to attend your property to assist with the repair as they advised you when they visited on 26 April 2018 that the leak was a private leak. I advised you on 27 April 2018 to get the leak repaired within 28 days. Please get in touch with me as soon as the leak has been repaired ..."*

**"... Your leak**

*I advised you on 27 April 2018 to repair the private leak at your property within 28 days, after I received confirmation from our engineer who attended your property on 26 April 2018 that your leak was on private pipework.*

*Due to the leak taking longer than 28 days to repair, you will not be eligible for a leak allowance from [ ] ..."*

10. Since the water market in England opened up to retailers in April 2017, all 'non-household' customers have been moved to a wholesale/retail split service. Their relationship is (now) with the retailer only. As a consequence, if a non-household customer has a problem with their water supply or sewerage services, they must approach the retailer. For the purposes of this adjudication, this also means that I cannot make findings against the retailer (i.e. the company) about something that is the wholesaler's responsibility. I can only assess the retailer's actions and make findings related to the retailer's responsibility.

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11. In this case, as I see it, I must assess the company's actions (as retailer) against the backdrop of the Wholesaler's Policy. I have considered, in particular, whether the company did enough to explain the implications of the Wholesaler's Policy to the customer. I refer to the company's Emails in paragraph 9 above. Those Emails seem to me to be supportive of the company trying:
  - a. to inform the customer that the Further Leak had been found; and
  - b. to warn her of the need to attend relatively quickly to the repair of the Further Leak; and
  - c. consequently, to put her in as favourable a position as possible for submitting her leak allowance claim to the wholesaler.
12. In her Comments, the customer implies that she was not told about any Further Leak. She says: "*... Had we had a leak [i.e. any Further Leak] I would have contacted the owner, however as [the company's] notes state and their workers agreed, they fixed the leak ...*" As I read these Comments, the only 'leak' that the customer seems to be alluding to is the one to the stop tap. This is why I take her position to be that there was no Further Leak at the property and/or that she was never told about any Further Leak being discovered.
13. It does not appear to be suggested by the customer that she did not receive the Emails.
14. Bringing these considerations to a conclusion, I am not persuaded that the leakage allowance has been denied to the customer unfairly in this case. On the balance of probability (and on the basis of the evidence available to me), I find:
  - a. that a Further Leak was discovered at the property, on private pipework, on 26 April 2018; and
  - b. that, in light of the Emails particularly, the customer was advised about the existence of the Further Leak and:
    - i. of the need to contact a plumber in order to have it repaired privately; and
    - ii. of the importance of attending to the repair within 28 days (and failing that, that she may not be eligible for a leak allowance); and
  - c. that the company adequately informed the customer about the workings of the Wholesaler's Policy.

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15. I note and acknowledge the gesture of goodwill payments made by the company in respect of the failed call back and to reflect the incorrect information given regarding the reading of the meter. Those matters, I find, have been satisfactorily resolved.
16. I am satisfied, therefore, that the company has provided its services to the customer in this matter to the standard that one would reasonably expect. Consequently, the customer's claim for redress does not 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 18 February 2019 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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**Nik Carle**, LLB (Hons), Solicitor, DipArb, FCIArb

**Adjudicator**

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