

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1136

Date of Decision: 02 January 2019

Complaint

The customer's claim is that she was without water for a period of 10 days due to her water supply being turned off without her permission. The customer asserts the lack of water led her to incur additional costs, as well as inconvenience and distress. The customer is seeking compensation of £365.00 for the period she was without water.

Defence

The company submits it was a third-party who turned off the water supply due to a flooding in their property emanating from a leak on the customer's supply pipe. Furthermore, leaks from the customer's private supply pipe is a private issue, which the company is not responsible for; however, once the issue had been raised with the company the company assisted the customer where possible to help fix the leak and provide a source of water to the customer. The company admits some failings regarding customer service for which the customer has already been compensated. Therefore, no further sums are due. The company has not made any further offers of settlement.

Findings

I am satisfied the evidence points to the fact the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the leaking customer's supply pipe. The evidence shows the company failed, when dealing with the customer's complaint, to provide customer service to the standard to be expected. However, the customer has already been compensated for these failings to her satisfaction, so I find no further sums are due.

Outcome

The company needs to take no following further action.

- The customer must reply by 30 January 2019 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 02 January 2019

Party Details

Customer:

Company:

Case Outline

The customer's complaint is that:

- She was without water for a period of 10 days due to her water supply being turned off without her permission.
- The lack of water led her to incur additional costs, as well as inconvenience and distress.
- The customer is seeking compensation of £365.00 comprised of; £170.00 for lack of water, £20.00 for a lost train deposit, £25.00 being the cost of additional water acquired from either the local shop or her neighbour, £10.00 for lost work waiting for the company's assessors, £10.00 for poor customer service and £130.00 for inconvenience.

The company's response is that:

- It was a third-party neighbour who turned off the water supply due to a flooding in their property emanating from a leak on the customer's supply pipe.
- Leaks from the customer's private supply pipe are a private issue, which the company is not responsible for.
- On each occasion the customer made a complaint, this was taken seriously and fully investigated. The company asserts it kept the customer updated on the re-connection process and why the water could not be switched back on.
- The company state it should not pay any compensation as when dealing with the customer's complaint the company did all it could, as quickly as it could, with regard to connecting the customer's new supply to its assets, and there was no intention to cause the customer stress, inconvenience or waste their time.
- The company admits some failings regarding customer service for which the customer has already compensation for under its Guarantee Standards Scheme (GSS).

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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 dispute centres on whether the company provided assistance to the customer with regards to the high consumption recorded due to an alleged third-party connection to the customer's private supply pipe. The company is required to meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to investigate fully if the company's assets are to blame and, if repairs are needed, make such repairs to prevent further leaks.
2. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme (GSS).
3. The company was initially contacted on 28 June 2018 by the owner of a neighbouring property reporting a leak that was coming up through the floor of their property. The evidence shows the company attended on 29 June 2018 and confirmed there was a leak on the customer's supply pipe, which was a joint supply at one time. All the other properties had come off the joint supply

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apart from the customer's property. On the same date the company was advised by the owner of the neighbouring property they would speak to the customer to resolve the leak. The company advised they would need to contact the customer before turning off any water at the customer's stop tap. The evidence shows the customer was away during this period and did not return until 2 July 2018, where upon she discovered she had no water and contacted the company directly to enquire about this issue. The company visited later the same afternoon and found the external company stop tap had been shut off due to a leak under the floor at the neighbouring property that had reported the leak on 29 June 2018. The company advised the customer the best solution would be to install a new supply that [](RST) would connect to their mains network, free of charge. However, the company could not turn the water back on as it would flood the neighbouring property.

4. Between the 2nd and 11th July 2018 the customer's contractor undertook repairs to the supply pipe and the company inspected the pipework on 18 July 2018. However, the customer's contractor had not laid the pipe fully up to the boundary of the property so the company could not connect it up to its assets. Furthermore, during this repair period evidence shows the customer was offered bottled water from the company, but this offer was refused. To progress matters the company requested a team to attend and carry out the work to its pipe work so the customer's contractor could connect the customer's supply pipe as soon as they returned, which took place at 4.33pm the same day. On 12 July 2018 the company received a request to attend to turn on the external stop tap as the customer's contractor had not done this. The company attended the same day but discovered the customer's contractor had not completed their work correctly and it could not switch on the external stop tap. The company completed the work to connect the newly installed private supply pipe and the water supply was restored to the customer.
5. With regard to the customer's comments that she was without water for 10 days and this led to various costs which would have not been incurred had the water not been shut off. As set out in the company's defence and OFWAT's website, the supply pipe from the meter to the customer's property is the responsibility of the property owner. Therefore, I find that any leaks from the supply pipe are the responsibility of the customer. The evidence shows a leak existed on the customer's supply pipe on 28 June 2018 and I find it was reasonable for the company to insist not to turn on the company's stop tap as it would flood the customer's neighbouring property. At the time this happened the customer was away and therefore, until the customer's return, I am mindful that the neighbour, as requested by the company, could not have informed the customer the water supply had been stopped. On 2 July 2018, on the customer's return it was explained

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why the water supply had been shut off and what needed to happen regarding the customer's pipework before it could be turned back on. The evidence shows that as soon as the customer's new pipework was ready to be connected to the company's assets, the company took action and undertook the connection as quickly as possible. Whilst, I understand the position the customer was in with regard to the lack of water, I am not satisfied it was due to any failing by the company. The water supply was switched off by the customer's neighbour to prevent damage to their property. Accordingly, I find the company was under no obligation to switch back on the company's stop tap until the customer's pipework was ready to connect to the company's assets and it would not further damage the neighbouring property.

6. In light of the above and after careful analysis of the evidence, I agree with the company's interpretation that any leaks from the customer's own supply pipe are the responsibility of the customer. Furthermore, I am satisfied the company did what it could regarding establishing a connection to its assets from the customer's new supply pipe and did not need to take any further action in this regard. Therefore, I find the company did not fail to provide its services to the customer to the standard to be reasonably expected with regard to the customer's supply pipe.
7. I note the customer has requested £170.00 for lack of water, £20.00 for a lost train deposit, £25.00 being the cost of additional water acquired from either the local shop or her neighbour, £10.00 for lost work waiting for the company's assessors and £130.00 for inconvenience. As above, I am not satisfied that it has been proven the company failed to provide its services to the standard to be reasonably expected and, as I have already found the company are not responsible for any leaks from the customer's supply pipe, I cannot find the company liable for these costs. Accordingly, I find the evidence does not support the customer's position and so this aspect of the customer's claim fails.
8. The company has certain obligations in respect of its customer services. I note the customer has requested £10.00 due to the company not taking ownership of her situation; however, as I have already found the company are not responsible for any leaks from the customer's supply pipe, I cannot find the company liable for this cost. I understand from the company's defence that it has recognised two customer service failures; a missed appointment on 11 July 2018 and failing to provide a substantive reply within the required timeframe to a written complaint. The evidence shows the required GSS payments have been processed for these failures and credits totalling £80.00 have been applied to the customer's account. I am satisfied the GSS payments

adequately compensate the customer for these failures and the company need to take no further action in this regard.

9. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the leak on the customer supply pipe, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings with regard to customer service, which the customer has not been already adequately compensation for, as the company has provided a good level of service at all other times throughout its dialogue with the customer.

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 January 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 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.



**Mark Ledger FCI Arb
Adjudicator**