

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1245

Date of Decision: 17<sup>th</sup> June 2019

#### Complaint

The customer states that he has been suffering from an interrupted water supply for over eight years due to a burst pipe that the company has not fixed. He states that the company has failed to put a reasonable plan into place and that this has failed the customer and his neighbours who are putting up with the inconvenience of a poor water supply. He claims that it will be at least a further six years before the matter is addressed and that this is unfair to him and other customers.

He seeks a direction that the company make a full commitment to have a strategic solution in place instead of constant reactive fixes.

#### Defence

The company is dealing with the issue in a reasonable manner. It has made business plans that have been submitted to OFWAT and cannot commit to definite repairs of this size until such plans have been approved by the regulator. It has not breached any of its statutory duties. Essentially, it states that the issue is an internal business matter. It is successfully monitoring the situation.

It has offered a Customer Goodwill Scheme Payment of £35.00, which has been declined.

#### Findings

The company has acted in accordance with its legal obligations and there is no evidence of any fault on the part of the company in the manner in which the ongoing problem in the [ ] area has been dealt with.

#### Outcome

The company does not need to take any further action.

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clarification the customer has stated that he “is not looking for compensation, but a full commitment to have a strategic solution in place instead of constant reactive fixes.”

**The company’s response is that:**

- It has been monitoring Greenfield and is aware that it has been identified as an area that has suffered from burst water mains and water supply interruptions.
- It states that it has already carried out work to try and alleviate the issues.
- It states that it has submitted its business plans for 2020 to 2025 to OFWAT for approval and cannot make any plans until these have been agreed by the regulator.
- It states that the record shows the last time that the customer lost supply was December 2018.
- The company claims that it installed a Critical Pressure Point (“CPP”) in February 2019. It claims that this means it can respond more quickly to issues in Greenfield.
- It states that it has made a fair offer of £35.00, which is in keeping with its Customer Goodwill Scheme (“CGS”).
- It states that it cannot increase this due to the number of other customers who are also affected and would have to be paid the same amount as the customer.
- The company states that the work requested by the customer is subject to considerations of expenditure and its duties to other customers in worse affected areas. It claims that this is a business planning procedure and cannot be confirmed at this time.

**In his comments in reply the customer states:**

- That the problem affects hundreds of customers.
- It is the responsibility of the company to provide a water supply at all times.
- He and other residents should not be relied upon for reporting the problem at Green Lane.
- The customer makes the general case that the company has a responsibility that it is not fulfilling.

**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.

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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's claim is specifically that the company has failed to provide him with a commitment to put a realistic plan in place to resolve the water issues at the Property and in his area of Greenfield. The customer states that these problems stem from a burst pipe at Green Lane. The company has stated that it is not currently in a position to commit funding to this particular project as there are business considerations and duties to other customers to take into account. It states that its future plans are in the process of being approved by the regulator, OFWAT, and that it does intend to replace the facility at Green Lane in due course.
2. The company states that the last time there was an interruption at the Property was 5<sup>th</sup> December 2018. This is not challenged by the customer in reply.
3. The company has stated that it has put in a measure in the form of a CPP to regulate the Greenfield area. It states that this means it can react more quickly to any problems in this area. I note that there have been no interruptions since the installment of this device. It is not possible for me to state that the evidence shows that this is due to the CPP, but I do find that, overall, the company has been able to manage the problem of interruptions since December 2018 to date. I consider that if the last incident was December 2018, this is not indicative of an ongoing serious problem.
4. The customer states that he has been putting up with this issue for 8 years. I fully appreciate that the customer has suffered inconvenience, especially as he has young children. However, I

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have to make this decision based on whether or not the company has provided its services to a standard to be expected by a reasonable person. In doing so I must consider its legal obligations and any guidance that is applicable. I have not been directed to any legislation that supports the customer's case, and, on consideration of the matter, I have not identified any such legislation myself.

5. The customer has stated that it is unfair to expect him and his neighbors to wait for a further 8 years for the replacement at Green Lane to be implemented. While I accept that it is not the ideal situation, I note the submission by the company stating that it cannot make commitments without the approval of the regulator and I accept this to be the situation.
6. I note that the customer has clarified his request that a commitment to provide a realistic plan is what he is seeking. However, I find that this is a claim that still falls within the area of the business planning of the company. Once the company does have a plan, it may be argued that it should disclose such information to the customers. However, until that time, I find no grounds to support the contention that the company is under any obligation to make a "commitment" or a "realistic plan".
7. I find that by putting in the CPP in February 2019 and by reacting in an efficient manner to each incident, the company has fulfilled its obligations to the customer. The evidence does not show that there were any delays by the company in reacting to separate incidents. I do not find that the evidence shows that there is any fault on the part of the company in this regard.
8. I note that the company has stated in correspondence through the Consumer Council for Water ("CCW") that the company will replace the water main at Green Lane, but that due to the scale of the undertaking it may take several years. I consider that this is a clear indication of the company's long term intentions for the Green Lane problem. I appreciate that the customer would prefer that this be brought forward, but the timing of large scale repairs by service providers is not within the scope of the WATRS scheme, as it lies properly in the area of internal business planning.
9. I take account of all the customer's concerns and the fact that he has suffered inconvenience and on at least one occasion acute embarrassment, however, I cannot find on the evidence presented, that the company has failed in its provision of service. I am persuaded by the

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defence put forward by the company that it has acted in a manner consistent with its duties and has carried out its service provision in a manner consistent with its legal obligations.

10. On balance, I do not find that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person and, therefore, the claim 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 15<sup>th</sup> July 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.



J J Higgins, Barrister, ACIArb.

**Adjudicator**

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