

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1278

Date of Decision: 28 February 2019

Complaint

The customer submits that, currently, her only water supply is unclean and unhygienic and the company has refused to connect her property to the mains water supply, unless she pays for the connection. She cannot afford to fund this work. Her property was once connected to the mains used by the neighbouring property but the company has advised she needs to have her own connection installed. The customer disputes the company's claim that it cannot afford to absorb the cost of connecting her to the mains. She requests that the company provide her with mains water via a new connection.

Defence

The company asserts that, currently, the customer's property is not connected to the mains water supply, although it accepts that historically it was connected via the neighbouring property's mains connection. However, this was a private arrangement between the two properties and the feed connecting the water to the customer's property was disconnected prior to her purchase of the property. The customer's property has a private water supply. It is willing to carry out a site visit to discuss a new connection but it cannot fund the customer's connection; connections are paid for by developers/customers and as it is a condition of its government licence that it must treat all of its customers equally, it will not carry out such work free of charge. The company made no offer of settlement.

Findings

The customer's property is not currently connected to the mains water supply and due to the decline in the quality of the private water supply (that she can no longer use), she asked the company to restore the connection to the mains. Whilst records show that prior to 2011, the customer's property was supplied with mains water, this was via a feed to the neighbouring property's connection and was a private arrangement. It is no longer possible to connect to the neighbouring property's mains connection and therefore the company has correctly advised the customer that she will need to install her own water connection. The company has offered to carry out a site visit to discuss the matter and it has provided an assurance that this offer remains open to the customer. As there is no evidence that the company is under any obligation, legal or otherwise, to carry out work to connect the customer to its mains water supply, free of charge, there is no evidence that it has failed to provide its

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services to a reasonably expected standard.

Outcome

The company is not required to taken any further action.

The customer must reply by 28 March 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1278

Date of Decision: 28 February 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- Her property: [] ('the Property') is not connected to the mains water supply. She uses water collected in her IBC tank; however, the quality of the water has declined and it is unhygienic and unclean and cannot be used for this reason.
- She wrote to the company to request a supply of water and a site visit. She enclosed a letter dated 6 June 1996 regarding a water leak for the joint supply for the Green Cottage (her only neighbour) and the Property. The leak was rectified by the owner (at that time) of the Property.
- The original supply to the Property can be seen on the boundary of her neighbour's house; this fed her Property.
- The company advised it could not use this supply and she has to install her own connection. She cannot install her own connection, as she cannot afford the cost of this work. Therefore, she asserts that its refusal to supply water is evidence of the company discriminating against her because she is financially poor.
- Her neighbour has said that, the water pressure is too low in his house to help her out.
- The customer requests that the company connect her to the mains water supply (via installation of the necessary pipe work).

The company's response is that:

- The customer's Property currently has a private water supply (a spring). Its records show that it has never charged the customer's Property for either water or sewerage services. A water supply from its mains exists for the neighbouring property; the Green Cottage and charges are

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levied accordingly to the occupier of this property. Where a private arrangement between the Property and the Green Cottage may have existed historically, this was at the discretion of the owner of the Green Cottage.

- Its technician visited the Green Cottage on 2 March 2011 and confirmed the supply from its main was connected to the Green Cottage only and also confirmed that the Property had a separate spring supply. The customer became the owner of the property on 26 May 2011. It asserts that it is reasonable to have expected the purchaser to be made aware of the services provided to the Property, prior to the sale going ahead. It is standard conveyancing practice for the purchaser to undertake a Con29 water and drainage search prior to the purchase of a property. Had the customer undertaken a Con29 search, this would have revealed that the Property had no mains water services.
- The Property was sold to the customer with no requisition for a connection to its water main and at the time of the sale it benefited from a private spring water supply only. The customer, in her letter dated April 2018, refers to the water collected in the tank when she bought the Property being cleaner than it is now. This infers that she was aware that no mains supply to the Property existed when she made the purchase.
- With regard to a new connection being supplied to the customer, it does empathise with her situation; however, it must always treat its customers both fairly and equally. As a water provider it has a statutory obligation under the Water Industry Act 1991 ('the Act') to provide new mains and service connections; however, it is permitted to recover its reasonable costs for this - it charges developers for the services it provides and it does not connect rural properties free of charge.
- It is a condition of its government licence that it must treat all of its customers equally. Whilst it would carry out the work if required, this would be chargeable.
- In its previous responses to the customer, it has explained that under the Private Water Supply Regulations, the issue regarding the condition of the supply falls within the remit of the Local Authority Environmental Health Officer. It would not become involved in discussions regarding the private supply arrangements and cannot therefore offer further comment on this aspect. It is also unable to comment of the possibility of a charity being in a position to help the customer fund a new supply.
- It has offered a site visit to the Property to discuss a new connection with the customer and this offer remains available if the customer wishes. In summary, there is no evidence that it has acted incorrectly or unfairly towards the customer.

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Reply

- The customer disputes that the company's assertion that it has never charged the Property for either water or sewerage services as the bill dated 1996 includes 'The Barn'; the Property's former name. She asserts it is clear that her Property was connected to the mains but that on 2 March 2011, the company removed the mains connection that had historically existed.
- She disputes that her water supply derives from a spring; she submits that the water is run off water and is "dirty brown mud water". Over time the water she collected in the IBC tank has become very contaminated. An analytical report from [] scientific services shows that the water tested in October 2018, contains E coli.
- She disputes the company's assertion that it treats people both fairly and equally and contends that it only supplies water to those who are rich enough to have water. Despite the company stating it does not have the financial resources available to absorb the costs for all new water connections, last year it was able to give some £300,000 to support North [] communities. She lives in a North[] community and it is unfair and unethical to exclude her.
- She asserts that the UK has recognised sanitation as a human right under international law and the right to water and a right to sanitation as elements of the right to an adequate standard of living in Article 11 of the International Covenant on Economic, Social and Cultural Rights. However, the company say it will not provide her with clean water and that it has no hardship funds. She is living in financial poverty with no funds to pay to get clean water.
- She has tried charities including Water Aid but they do not help people in the UK.
- She reiterates that her request is to have a water supply that is of the exact same quality as those of her neighbours in [] Village and Community. She asserts that she cannot pay for any pipe or fittings, or be responsible for any maintenance or repairs or to be able to pay, what could be thousands of pounds should a pipe leak.

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.

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If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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 remind the parties that adjudication is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
2. The dispute concerns the company's refusal to connect the customer's Property to its main water supply without the customer paying a charge. Therefore, I acknowledge that there is no dispute between the parties regarding the amount the company proposes to charge the customer for a new water connection (this would fall to OFWAT and so would be outside of the remit of WATRS, in line with Scheme Rule 3.5), rather the disputed matter relates the company's policy to only provide the customer with mains water if she is able to pay the cost of a new connection.
3. I acknowledge the customer's submission that by refusing to provide her with a water connection free of charge, the company is discriminating against her for being financially poor. However, I find that this allegation falls outside of the scope of WATRS; in this adjudication, I am restricted to only considering if the company has provided its services to a reasonably expected standard. In assessing whether the company has provided its services to an acceptable standard, I consider if the company has acted in accordance with its legal obligations, industry codes and its own policies/code of practice.
4. I find that Section 45 of the Act provides that a water company has a duty to respond to requests for new connections for domestic purposes, but I find that it also states that water companies are permitted to charge the customer for the amount it costs to make the connection. Therefore, on the face of it, the company has not acted in breach of its legal

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obligations by refusing to connect the customer's Property to its mains water supply, free of charge.

5. The customer asserts that in the past, the Property was connected to the mains water supply. Based on the evidence supplied, including documents, letters and bills dating back to 1996, I accept that historically (prior to 2011), the Property was connected to the mains water supply, via a feed to Green Cottages's mains water connection. On balance, I accept this was a private arrangement between the owner of the Property and the Green Cottage and that there was no 'joint supply'; rather the Property was connected via a feed. It is clear from Appendix 1 of the Defence that the feed connecting the Property to Green Cottages's mains supply, was disconnected on or around 2 March 2011 after the company visited the Green Cottage at this time and determined that the two properties were separate (with the Property having its own private water supply).

6. In her Reply, the customer has disputed the company's assertion that it has never charged the Property for either water or sewerage services and refers to a bill from the company dated 13 May 1996. This bill has been supplied to me and it is addressed to The Green Cottage and includes a reference to 'The Barn' (the former name of the Property). I consider this may indicate that, historically, the two properties were part of the same address/had the same owner, with the company supplying water and sewerage to the Green Cottage with the Property connected via a feed. However, as mentioned above, it is clear from the evidence that when the company visited the Green Cottage on 2 March 2011, it determined the two properties were separate with the Property having its own private water supply and, as a result, the Property was removed from the address for Green Cottage. I accept this happened prior to the customer's purchase of the Property in May 2011 and this is undisputed. Furthermore, I accept the company's assertion that the onus would have been on the customer, at the time of her purchase of the Property, to enquire via a CON23 search whether the Property was connected to the mains.

7. However, regardless of the events that have led to the dispute, I acknowledge the difficult situation the customer has found herself in; she has evidenced that due to the lack of a connection to the mains water and the decline in the quality of the water collected in her IBC tank (which the customer says is 'run-off' water), she does not have a supply of clean or hygienic water. At this juncture, I remind the parties that in accordance with Scheme Rule 3.5,

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water quality is not a subject matter WATRS can consider, regardless of the supply source, as this would fall to a third party agency. As stated above, in this adjudication I am restricted to considering whether the company has provided its services to a reasonably expected standard. As I am satisfied that the company has adequately responded to the customer's request for a water connection and offered a site visit to the Property to discuss a new connection (albeit with a view to the connection being chargeable), I am satisfied that it has acted in line with its legal obligations and industry guidelines.

8. The customer, in her Reply, submits that the company's figures from the last financial year show that it gave an amount to "support North [] Communities" and she therefore disputes the company's claim that it cannot absorb the cost of a new connection. I have not been provided with any details of the criteria used by the company to decide the basis of any voluntary donations it may make to different communities. Moreover, as this point has been raised by the customer in the Reply, the company has not had an opportunity to respond and, accordingly, I find that it falls out of the scope of this adjudication pursuant to Scheme Rule 5.4.3. Therefore, this does not affect my above finding.
9. Therefore, as there is no legal requirement or industry code requiring the company to install a connection at the customer's Property to the mains, free of charge, it is not liable to provide the remedy sought. As a consequence, the claim cannot succeed.

Outcome

The company is not required to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must 28 March 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.

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- 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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A. Jennings-Mitchell, Ba (Hons), DipLaw, PgDip (Legal Practice), MCIArb

Adjudicator

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