

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1322

Date of Decision: 23 April 2019

Complaint

The customer submits the company's works caused damage and a leak to her private supply pipe. And, the company delayed repairing her pipework causing her to incur further costs on leaked water. She claims for the company to accept liability and pay compensation; waive its repair charges of £2227.08; issue a new water bill for the period up to 6 October 2018; and pay £250.00 for the costs of her plumber relocating the stop tap.

Defence

The company denies it caused the leak on the customer's private supply. It asserts the customer is responsible for the costs of repairing her private supply pipe and for the charges incurred.

Findings

The customer has not proven any failing by the company.

Outcome

The company does not need to take any further action.

The customer must reply by 22 May 2019 to accept or reject this decision.

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Date of Decision: 23 April 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The company carried out works near her property and shortly afterwards she received a higher bill than usual, due to a leak on her own pipework. She believes the excessive vibrations from the company's works resulted in the leak on her private pipework.
- The company was then slow to repair the leak, causing her to incur higher charges.
- The company has also breached the General Data Protection Regulations ("GDPR") as it contacted her using an old email address that it had retained on its system for many years.
- She wants the company to accept liability for causing damage to her property and pay compensation; waive its repair charges of £2227.08; issue a new bill for the period up to 6 October 2018; and pay £250.00 for the costs of her plumber relocating the stop tap.
- In her comments on the company's defence, she suggests her neighbours were also affected; reiterates that her bill shows the leak occurred after the company's works; and complains the company charged for unnecessary works.

The company's response is that:

- In August 2018 it carried out work near the customer's property.
- In October 2018 the customer's bill showed higher water usage than usual and its investigations indicated there was a leak. It found the leak was on the customer's private supply pipe and therefore it asked her to arrange its repair.

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- The customer did not repair the leak and so the company made arrangements to carry out the repair itself and then issued the customer a bill for the costs.
- The work it carried out in August did not cause the leak on the customer's pipework and there is no evidence to suggest it did. The works were to pipes on the other side of the road to the customer and no others have complained of leaks.

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. Under the adjudication process it is up to the customer to prove their claim on a balance of probabilities. This means I must consider and weigh up the submissions and evidence of both the customer and the company. I must find the balance tips in the customer's favour in order for her claim to succeed.
2. The company carried out works near the customer's home and shortly after she suffered a leak on her private pipework. The customer considers this demonstrates the company's works caused the leak. However, I am mindful that this may simply be a coincidence. The company submits the work it carried out could not possibly have affected the customer's pipework and notes no other properties suffered leaks. Furthermore, there is no substantive evidence to prove what caused the leak on the customer's pipework. Taking these matters into consideration, I find the customer

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has not proven on a balance of probabilities that the company caused the leak to her private supply pipe.

3. It is usually a customer's responsibility to repair any leak on their private supply pipe. As the customer has not proven the company caused the leak, the customer is responsible to pay the costs of repair.
4. The company told the customer she needed to repair the leak by letter of 7 December 2018. However, the customer did not repair the leak and so on 3 January 2019 the company issued the customer a notice stating it would carry out the repair at her cost. The company then completed the repair works on 24 January 2019. I do not consider the company unreasonably delayed in repairing the leak. Further and in any event, I find the customer was able to avoid any delay by carrying out the works herself, but she chose not to do so. I therefore find the company is not responsible for the customer incurring higher charges due to the ongoing leak.
5. Where a leak is on a customer's private pipework, the company is not obliged to offer a leakage allowance.
6. In light of the above, I find the customer has not shown that the company is responsible for the leak or the costs incurred while the leak was ongoing. The customer has not proven the company failed to provide its services to the standard to be reasonably expected and therefore her claim is unable to succeed.
7. The Information Commissioner's Office ("ICO") is the appropriate body to consider alleged breaches of data protection law. Therefore, in accordance with the WATRS scheme rules 3.4.1, I will not adjudicate on the customer's complaint that the company breached the GDPR.
8. Under the WATRS scheme rules 5.4.3 the customer cannot introduce new matters or evidence in their comments on the company's response and I must disregard any such material if submitted. Therefore, I have disregarded the customer's comments that the company charged her for unnecessary repair works.

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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 22 May 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.



Justine Mensa-Bonsu, LLB (Hons), PGDL (BVC)

Adjudicator

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