

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1352

Date of Decision: 4 September 2019

Complaint

The customer's claim is that the company provided poor customer service during its investigations into a leak and drop in pressure which led to a loss of hot water at the customer's property. Furthermore, the company harassed her due to an earlier non-payment of her account. Both of which led to inconvenience and distress. The customer is seeking the company to provide Guaranteed Standards Scheme (GSS) payment of £150 for the loss of water supply and pressure for five months and pay compensation of £300 for the harassment by the company.

Defence

The company submits that there was no loss of water or pressure to the customer's property and the company exceeded its statutory minimum requirement for water pressure. Furthermore, the company is only responsible for the delivery of cold water to the Outside Stop Valve (OSV), any issue with the customer's hot water points to the customer's own plumbing fixture and fittings which are a private matter. Accordingly, no payments are due under the company's GSS. The alleged harassment claim is denied and outside the scope of the WATRS scheme. The customer failed to keep her account up to date with regards to payment and therefore the company is entitled to begin its recovery process in line with its policy as set out in its Charges Scheme. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to investigating the alleged leak or loss in water pressure which led to a loss of hot water at the customer's property. Furthermore, I am satisfied there have been no failings with regard to customer service, which the customer has not already been adequately compensated for.

Outcome

The company needs to take no further action.

- The customer must reply by 1 October 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.

ADJUDICATOR'S DECISION

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Date of Decision: 4 September 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The company provided poor customer service during its investigations into a leak and lack of pressure which led to a loss of hot water at the customer's property between December 2017 to May 2018.
- Furthermore, the company has harassed her due to non-payment of her account which has led to inconvenience and distress.
- The customer is seeking the company to provide Guaranteed Standards Scheme (GSS) payment of £150.00 for the loss of water supply for five months and pay compensation of £300.00 for the harassment by the company.

The company's response is that:

- It found no leaks on its assets surrounding the customer's property and the company exceeded its statutory minimum requirement for water pressure. Accordingly, no payments are due under the company's GSS.
- The company is only responsible for the delivery of cold water to the Outside Stop Valve (OSV), and it was found that the most likely cause of lack of hot water was the customer's own plumbing fixtures and fittings which are a private matter.
- The alleged harassment claim is denied and falls outside the scope of the WATRS scheme. The customer failed to keep her account up to date with regards to payment and therefore the company is entitled to begin its recovery process in line with its policy as set out in its Charges Scheme.
- Furthermore, the company has provided a good level of service throughout its dialogue with the customer, and therefore the company submits it is not liable for any damages in this respect.

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 customer is entitled to GSS payments where she has experienced an interruption to her water supply. The company has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Customer Guarantee Scheme (CGS). However, the actual administration and payments of the GSS are under the powers of OFWAT to determine and therefore, under WATRS rule 3.5, the specific amounts to be awarded and when these payments are to be made are matters for OFWAT and fall outside the scope of this adjudication.
2. From the evidence put forward by the customer and the company, I understand that the customer states that she had no hot water between December 2017 and May 2018 due to a leak on the company's assets which led to low pressure. As stated within the company's defence the company is only responsible for delivering a cold-water supply to the OSV of a property. The evidence shows that the Building Surveyor employed by the customer's Local Authority claimed that her loss of hot water may be due to a leak at the company owned OSV. The pictures within the CCWater documentation shows the OSV containment box, known as an ATPLAS box, as being dry. The company states that ATPLAS boxes by the very nature of where they are located can become damp with ground water, although the pictures show no signs of a clean water leak. The company states that had there been a leak it would expect the ATPLAS box to fill with water. The

company states it investigated fully the possibility of a leak on its assets, however, after further investigation it found no leak at the ATPLAS box or any other assets surrounding the customer's property. The company states that the ATPLAS box containing the OSV for the customer's property is located in the footpath just outside her front door, all pipework past this point and plumbing fixtures and fittings inside the customer's property are hers, or her landlord's responsibility. Therefore, as no leak was found on its assets the most likely cause of loss of hot water is the customer's own plumbing fixtures and fittings. After careful review of all the evidence I find that I am in agreement with the company's position that for the customer to have been without hot water between December 2017 and May 2018 points to an issue with her boiler. As the company only supplies cold water, and the responsibility for the cold water ends at the OSV of a property, the issue with the boiler is a private matter and either the customer's or her landlord's responsibility. If the customer's property has a combination boiler in her home to heat her water, it will need a minimum pressure level to operate correctly. Under the GSS, the low-pressure requirement which the company has to meet is to provide a minimum pressure of 0.7 bar. If the minimum pressure falls below this on two occasions, each occasion lasting more than one hour, within a 28-day period, the company must automatically make a GSS payment to the customer. As evidenced by the graphs in the company's defence documents it seems that the water pressure did not drop below 1.6 bar between December 2017 and May 2018 and the average pressure recorded was 2.6 to 2.8 bar. Furthermore, the evidence shows that there were no reports by the customer or her neighbours concerning any loss in pressure or interruption to the water supply. Accordingly, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the water pressure or investigating any alleged leak on its assets. Accordingly, this aspect of the customer's claim does not succeed.

3. With regard to the customer's comments and requested redress regarding the alleged harassment by the company, I find that this aspect of the customer's claim falls out of scope by virtue of Rule 3.4.1 and 3.4.3. as the determination of harassment is a complex area of law and a more appropriate forum would firstly be the police, then the courts. However, I find I can consider "inconvenience" and "stress" aspects of the customer's claim in the context of the level of inconvenience/distress experienced during the alleged harassment. The evidence shows that an initial final demand letter was sent to the customer on 23 May 2017 as the customer had failed to pay her March 2017 bill. The customer then contacted the company on 26 May 2017 to discuss whether she may be able to discount her bill due to a skin condition which required additional water resources. It was established that the customer was not eligible for the company's WaterSure scheme due to being billed on a Rateable Value (RV) tariff, as opposed to a metered

charge basis. However, it was found the customer was eligible for the company's WaterSure Plus scheme and a payment plan was put into place. Between 26 September 2017 and 18 December 2017 various final demands and notices of action were sent to the customer as the customer had failed to adhere to her payment plan. Section 143 of the Water Industry Act 1991 gives the company the power to set a Charges Scheme. Where a bill has not been paid the company states that in line with its Charges Scheme a debt recovery process is in place for all of its customers and it's only fair that the company enforces this process to help keep the cost of its service as low as possible for all of its customers. In light of above I find that it has not been proven that the failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to its Charges Scheme and debt recovery processes.

4. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why there were no leaks or a drop in pressure on its assets surrounding the customer's property. Furthermore, the where the company failed to respond to the customer within its 10-working day timescale the customer has been provided a £30.00 credit in line with the company's CGS. Accordingly, I am satisfied there have been no failings with regard to customer service, which the customer has not already been adequately compensated for.
5. 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 water pressure or investigating any alleged leak on its assets, 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 already been adequately compensated for.

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 1 October 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.

- 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.
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Mark Ledger FCIArb
Adjudicator