

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1414

Date of Decision: 20 June 2019

Complaint

The customer's claim is the company delayed her first invoice from June 2018 until November 2018, which led to a delay in discovering that her pipework within her property was leaking. Had the bill been issued in June 2018 then the customer would have discovered the leak earlier and would have prevented the prolonged escape of water leading to an increase in her bill. The customer is seeking an apology, the company to take responsibility for the leak not being identified earlier and reduce the outstanding bill.

Defence

The company submits the leaks from the customer's private pipework is a private issue, which the company is not responsible for. Accordingly, the company cannot reduce the customer's bill as the customer is liable for the usage whether or not there is any leak within the customer's private pipework. The company admits there were errors that led to the first bill being delayed from June 2018 until November 2018. However, if the first bill had been issued in June 2018 the leak would have not been identified as it would have been based on a meter reading taken in May 2018, which showed consumption in line with previous reading at the property. The company has made a payment under its Guarantee Standards Scheme of £20.00 for the late billing and has requested that once the customer has repaired the leak to contact them so they can explore the possibility of an allowance. 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 leak at the customer's property. The reasons and evidence provided by the customer are not sufficient to justify her claim that she should be provided an apology and for the company to take responsibility for the leak not being identified earlier. Furthermore, I am satisfied there have been no failings with regard to customer service that the customer has not been already adequately compensated for.

Outcome

The company needs to take no following further action.

- The customer must reply by 18 July 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 20 June 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The company wrongfully delayed her first invoice until from June 2018 to November 2018.
- This delay prevented the customer from discovering that pipework within her property was leaking and led to ever increasing bills, as well as inconvenience and distress.
- The customer is seeking an apology, the company to take responsibility for the leak not being identified earlier and reduce the outstanding bill of £1,015.88.

The company's response is that:

- Leaks from the customer's internal pipework are a private issue, which the company is not responsible for. Accordingly, the company cannot reduce the customer's bill as the customer is liable for the usage whether or not there is any leaks from the customer's private pipework.
- The company admits there were errors that led to the first bill being delayed from June 2018 until November 2018. However, if the first bill had been issued in June 2018 the leak would have not been identified as the company would have been based the invoice on a meter reading taken in May 2018, which showed consumption in line with previous reading at the property.
- The company has made a credit under its Guarantee Standards Scheme of £20.00 for the late billing and has requested that once the customer has repaired the leak to contact them so they can explore the possibility of an allowance.

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 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 I have not considered it in reaching my decision.

How was this decision reached?

1. The dispute centres on whether the company's delay from June 2018 to November 2018 in issuing its bill would have prevented ever increasing bills, as well as inconvenience and distress. 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. Since April 2017, a non-household customer only has a relationship with the company not the wholesaler. Therefore, if a non-household customer has an issue with their water supply or sewerage services, they have to approach the company, who is responsible to chase the wholesaler and try to resolve the matter. Accordingly, it must be borne in mind by all parties that within this decision I cannot find the company liable for something that only the wholesaler is liable for.
3. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Guarantee Standards Scheme (GSS).
4. From the evidence put forward by the customer and the company, I understand the customer contacted the company on 27 March 2018 to request the water supply of her derelict property to be reconnected. The evidence shows that the water supply was previously disconnected on 9

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October 2017 with a reading of 24826. The company made a request with the wholesaler to reconnect the supply, which was completed on 28 March 2018 with a reading of 24826. The evidence shows an account was setup on 28 March 2018 in the name of Greengrass Ltd; however, due to an error by the company, no contracts were loaded onto the account. Due to this error, the first invoice due to be issued on 28 June 2018 was unable to be issued as it did not have any tariff rates. The tariff issue was picked up by the company on 19 October 2018 and the first invoice issued on 30 October 2018. This invoice was based on a reading of 24826, which is the confirmed reading when the supply was reconnected, to a reading of 25085, which had been estimated using a read of 24919 received on 11 May 2018. A second invoice was issued on 14 November 2018, which had been estimated to a reading of 25279. The company states an actual reading of 25106 had been received on 13 November 2018, but this would not have been received on its system in time for the invoice to be produced.

5. On 20 November 2018, following receipt of the invoice, the customer contacted the company advising there were builders in the property completing renovation works; however, little water was being used. The evidence shows the company provided the customer with the location of the meter and advised to complete a self-leak test. On 22 November 2018 the customer contacted the company with a new reading of 25124. The company advised it would raise a new invoice to be issued; however, due to system updates there was currently a billing suspension so an invoice would be delayed. On 5 December 2018, the customer once again contacted the company as she believed the invoices to be too high. The company again advised the customer to complete a self-leak test and then put a hold on the account whilst the high consumption was investigated. The wholesaler visited the property and turned the water off as there was a confirmed leak but this was not on its assets and the leak had not been repaired. On 14 January 2019, the customer confirmed the leak was located within her private pipework. Various discussion then took place between the parties, with the customer of the view that she should not be liable for the full charges as no invoice was issued in June 2018 and the company of the view that had an invoice been issued in June 2018 the leak would have not been identified as it would have been based on a meter reading taken in May 2018, which showed consumption in line with the previous readings at the property. No agreement could be reached and in February 2019, the customer contacted CCWater to progress the dispute further.
6. With regard to the customer's comments that the company should take responsibility for the leak not being identified earlier and reduce the outstanding bill of £1,015.88. The company states the customer is still liable for the bill as leaks on private pipework is a private matter for which the company has no responsibility. As set out in the company's defence and OFWAT's website,

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private pipework within the customer's property is the responsibility of the property owner. The customer states that, had the company provided a bill in June 2018 the leak could have been discovered earlier. However, the company states had an invoice been issued in June 2018 the leak would have not been identified as it would have been based on a meter reading taken in May 2018 that showed consumption in line with the previous readings at the property. The evidence shows that a leak existed on the customer supply pipe at some point before November 2018; however, it is not clear from the evidence provided by either party exactly when the leak occurred except that over consumption was discovered in November 2018 and the leaking private pipework was found on 14 January 2019. After careful review of all the evidence and correspondence I am satisfied that the reading of 24919 taken on 11 May 2018 compared to the earlier reading in March 2018 shows that, on the balance of probabilities, a leak did not exist before this reading. Accordingly, I find that had an invoice been issued in June 2018 a leak would have probably not been identified if it existed and therefore the delay until November 2018 did not adversely affected the customer.

7. I note that within the company's dialogue with the customer its states that where there is a private leak there is only an entitlement to a leakage allowance against volumetric sewerage if the water leaked did not return to the sewer. This could only be assessed by the wholesaler once the leak had been repaired and confirmation sent to the wholesaler within six months of the repair date, set out non-household leakage policy. However, I am conscious that this does not relieve the customer of her responsibility for any over consumption due to leakage from the customer's private pipework. The company states that under its terms and conditions where there is a dispute raised on an invoice the customer may withhold no more than 25% of the disputed charge pending the resolution to of the dispute. Whilst I understand the position the customer is in with regard to the over consumption, it is not due to any failing by the company. Accordingly, I find the company is under no obligation to reduce the customer's bill.
8. In light of the above and after careful analysis of the evidence, I agree with the company interpretation that any leaks from the customer's own pipework are the responsibility of the customer. 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 taking responsibility for the leak not being identified earlier and reducing the outstanding bill.
9. The company has certain obligations in respect of its customer services. The company admits there were errors that led to the first bill being delayed from June 2018 until November 2018. The evidence shows that an account was setup on 28 March 2018 in the name of Greengrass

Ltd; however, due to an error by the company, no contracts were loaded onto the account. Due to this error, the first invoice due to be issued on 28 June 2018 was unable to be issued as it did not have any tariff rates. The tariff issue was picked up by the company on 19 October 2018 and the first invoice issued on 30 October 2018. A second invoice was issued in November 2018. The company has made a credit under its Guarantee Standards Scheme of £20.00 for the late billing. From the evidence provided I am satisfied that the credit under Guarantee Standards Scheme of £20.00 for the late billing adequately compensates the customer for this failing.

10. 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 taking responsibility for the leak not being identified earlier and reducing the customer's outstanding bill. Furthermore, I am satisfied there have been no failings with regard to customer service for which the customer has not 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 18 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 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**