

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1437

Date of Decision: 31 May 2019

Complaint

The customer submits that in October 2018, the company notified him of a leak at his property. The company subsequently visited his property, undertook investigations and informed him that the leak was not its responsibility and it was his responsibility to hire a private contractor to find and fix the leak. On 14 December 2018, a private contractor attended the property and found the leak at the water meter in the street. The contractor informed him that the leak was the company's responsibility and he could not fix it. However, the company has refused to accept the contractor's report and denies that the leak is its responsibility. Both the company and the specialist are therefore denying responsibility. The situation has been ongoing since October 2018 and is extremely stressful. The company has also failed to provide a reasonable level of customer service. The customer requests that one of the companies be held responsible for the leak and that allowances be made to his bill for the leak. The customer also requests an apology; a refund of the £474.00 paid to the private contractor; and compensation in the sum of £1,500.00 for time taken off work, stress, and poor customer service.

Defence

The company submits that the property is fitted with a smart meter that captures meter readings 24 hours a day. On 2 October 2018 readings suggested there may be a leak on the supply and the customer was notified. It attended the property on a number of occasions and eliminated its assets as the cause of the leak. On 11 December 2018 it visited the property and there was clear evidence of water damage in the bathroom. As it had already proven that there was no leak on its supply pipes, the customer was advised to employ a private contractor. It disputes the private contractor's subsequent findings that it is responsible for the leak. There is no mention in the contractor's report that any of the internal pipework was checked, nor any mention of the water ingress in the bathroom being investigated. In addition, following the contractor's visit, readings show that usage reduced immediately. It also revisited the property on 8 January 2019 after the private contractor's visit and there was no sign of a leak on the supply. However, readings show that since 12 January 2019, there is once again continuous usage on the meter that is rising. Under its leak allowance policy, an allowance is only given for leaks on external supply pipes and when it is confirmed that the leak has been repaired. No leak allowance can be considered at this time. It is not responsible to pay the private contractor's invoice. The customer is responsible for ensuring that he employs a reputable plumber to investigate and resolve leakage. Whilst it

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.

appreciates time off work may be needed in these circumstances, to investigate issues with the supply, customers will need to meet with it to allow it to help resolve matters. There have been some customer service failings in this case and it has provided a payment of £70.00.

Findings

The company is legally only responsible for water mains and supply pipes from the water main to the boundary of a property. Property owners or occupiers are responsible for the supply pipe, from the boundary of the property to the property and all the pipework, fixtures and fittings inside the property. Any leaks or issues on private pipework and any costs to investigate and remedy these, are the responsibility of the customer. I also accept the company's submissions that to investigate issues with a supply, customers will need to accommodate its visits to help resolve matters. The contractor's report states that the leak was "at the meter" and therefore the company's responsibility. However, the meter is shown to be outside on the pavement a short distance from the front steps of the property. I am mindful that there was evidence of water damage in the bathroom on 11 December 2018. This would not, on a balance of probability, suggest that the leak was at the meter. I accept the company's submission that under its Code of Practice a leak allowance will only be considered where it receives confirmation that a leak has been repaired. The private contractor's report does not state that any repairs took place. The evidence submitted to this adjudication also shows that there is still a leak at the property. Therefore under the company's Code of Practice it is not obliged to provide a leak allowance. The company acknowledges that it provide incorrect information and did not investigate all aspects of the customer's complaint prior to contacting the customer on 23 January 2019. The company has paid the customer £70.00 for these failings. I am satisfied that this amount is fair and reasonable. I make no further direction in relation to these failings. In conclusion, I acknowledge the customer's claim and I can appreciate the distress this matter has caused the customer, and that the customer will be disappointed that I am not in a position to direct the redress sought. However, other than these failings, the evidence available to this adjudication does not show that the company failed to provide its services to the standard one would reasonably expect.

Outcome

The company does not need to take any further action.

The customer must reply by 28 June 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

Adjudication Reference: WAT/ /1437

Date of Decision: 31 May 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- In October 2018, the company notified him of a leak at his property. The company visited the property on 7 November 2018 and it was determined that the leak was outside in the street. However, following another subsequent visit on 30 November 2018, the company informed him that the leak was not at water meter in the street, and that it was either in the property or under the front stairs. The company informed him that it was not its responsibility and he would need to make a claim on his home insurance.
- In December 2018, he notified his insurers. The company also visited the property again and confirmed that the leak was definitely inside the property and not in the street. The company made it clear that it was now his responsibility to hire private specialists to come and find, and then fix the leak.
- On 14 December 2018, a private specialist visited the property and found the leak at the water meter in the street. The specialist informed him that the leak was the company's responsibility and he could not fix it. He paid the specialist £474.00 for his services.
- The company has refused to accept the specialist's report and denies that the leak is its responsibility.
- The specialist has reiterated his original findings stating that it is the company's responsibility to repair the leak.

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.

- Both the company and the specialist are therefore denying responsibility. The situation has been ongoing since October 2018 and is extremely stressful. With both denying responsibility and refusing to help, he fears that the leak could potentially be getting worse.
- He and his partner have had to take time off work to accommodate the company's visits.
- The company has also failed to provide a reasonable level of customer service. A member of the company's staff, [], was rude and unprofessional and failed to respond to correspondence.
- The customer requests that one of the companies be held responsible for the leak and that allowances be made to his bill for the leak. The customer also requests an apology; a refund of the £474.00 paid to the private specialist; and compensation in the sum of £1,500.00 for time taken off work, stress, and poor customer service.

The company's response is that:

- The customer moved into the property in February 2018. The property is fitted with a smart meter. This is a smart meter where the meter readings are being captured all through the 24 hour day. Water being used constantly during the early hours of the morning, when most households are asleep, alerts it to the possibility of a leak on the supply.
- On 2 October 2018 readings suggested there may be a leak on the supply. The customer was notified.
- On 7 November 2018, it visited the property and proved there was a leak on the supply. It was unable to locate an internal leak inside the flat.
- Under its Code of Practice, customers are responsible for the supply from the boundary of the property.
- It was established that there was a leak somewhere on the supply after the meter either on the short amount of pipework it was responsible for, between the meter and the boundary, or on the customer's supply anywhere from the gate and steps and inside the property.
- The customer was forewarned that it would look to assess whether there was a leak on its part of the supply pipe up to the boundary, but if no leak was found it may not be able to assist if excavation was required due to the location of the communal door and basement flat area.
- On 30 November 2018 it returned to the property to carry out investigations to assess whether the leak was located on its part of the supply between the meter and gate. It excavated up to the gate but found no leak present. It correctly advised the customer that it was unable to excavate any further due to the steps and possible deep excavations needed and asked him to contact his buildings insurance company to deal with the leak investigations and possible repair.

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.

- On 11 December 2018, under its goodwill customer side leakage (CSL) procedures, as the meter was still showing continuous usage, it returned to the property. There was clear evidence of water damage in the bathroom. As it had already proven that there was no leak on its supply pipes, the customer was advised to employ a plumber. It has no responsibility for any internal plumbing fixtures or fittings, and its CSL detection and repair service does not extend to internal plumbing issues.
- The customer's private contractor attended the property on 14 December 2018.
- It disputes the private contractor's findings. There is no mention in the plumber's report that any of the internal pipework was checked, nor any mention of the water ingress in the bathroom being investigated. It notes that the plumber used gases to try and establish where there may be a leak; however, it is unable to say whether this method is 100% guaranteed to prove a leak on a supply and detect its exact whereabouts.
- It revisited the property on 8 January 2019 after the private contractor had attended to ensure its assets were not the cause of the continuous usage. It checked the meter and the meter pit. It confirmed that following a 12 minute test, the meter did not record any usage, therefore, there was no longer a leak on the supply and the leak must have been repaired by someone other than it. In addition, after the plumber's visit on 14 December 2018, readings show that usage reduced immediately.
- Its leak allowance policy does not provide for allowances where there have been internal leaks; however, it will consider an allowance where the leak has been on the external supply pipe and where the customer provides it with the plumber's report showing where the leak was located and what was repaired. Unfortunately, to date, it has not received this information and so no leak allowance can be considered at this time.
- In addition, since 12 January 2019, there is once again continuous usage on the meter that is rising. There is a new leak that will need to be traced if possible. This will be difficult, however, as there is no inside stop valve (ISV). Nevertheless, it would ask the customer to make contact to book an appointment and it will do its best to try and establish if the leak is internal or external.
- As the customer is the owner of the property, he may want to consider having an ISV fitted so the supply can be isolated. Fitting an ISV will also help to determine whether the leak is inside the flat, or on the external supply. However, this is his decision and responsibility and any costs must be borne by him for this work.
- It does not agree any compensation is warranted in this case. To investigate issues with the supply, customers will need to meet with it to allow it to help resolve matters. Whilst it

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.

appreciates time off work may be needed in these circumstances, all work it has carried out and meetings it has had, have been essential and to help the customer.

- It is not responsible to pay the private contractor's invoice. The customer owns the property and as such is responsible for ensuring that he employs a reputable plumber to investigate and resolve leakage, at his cost, on any part of the supply which they are responsible for, and work was clearly carried out to stop the initial leak.
- The customer believes a member of its staff has been rude and unprofessional during and requests a written apology. However, this element of his case has not exhausted its complaints process or that of the Consumer Council for WATER (CCW). Under the WATRS Scheme rules, this part of the WATRS Application is not eligible.
- There have been some customer service failings; it incorrectly informed the customer that it would be able to apply an adjustment to the account before the leak was repaired and it also failed to investigate all aspects of the customer's complaint prior to contacting the customer on 23 January 2019. It has provided a payment of £70.00 to say sorry for any delays, confusion or customer service issues.

The customer did not submit Comments on the company's Defence.

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.

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.

How was this decision reached?

1. I must remind the parties that adjudication is an evidence-based process.
2. 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.

Complaint about ADI Leak Detection

3. I acknowledge the customer's complaint about his private contractors, ADI Leak Detection. However, WATRS can only deal with claims against water and/or water and sewerage companies. For the purposes of this decision my remit is to determine the issues between the customer and the company only. Any complaints about ADI Leak Detection cannot be considered.

Complaint about []

4. I also acknowledge the customer's complaint about []. However, I accept the company's submissions that under WATRS Rule 2.1, WATRS cannot consider an issue if it was not first raised during the complaints process and has not exhausted its complaints process. The customer has not refuted the company's submission. Therefore, in light of the fact that this issue was not first raised with the company, this aspect of the customer's claim cannot be considered by WATRS.

Responsibility for leaks

5. I accept the company's submission that it is legally only responsible for water mains and supply pipes from the water main to the boundary of a property. Property owners or occupiers are responsible for the supply pipe, from the boundary of the property to the property and all the pipework, fixtures and fittings inside the property.
6. Any leaks or issues on private pipework and any costs to investigate and remedy these are the responsibility of the customer.

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.

7. In addition, I note the customer's submissions that he and his partner have had to take time off work to accommodate the company's visits. However, I accept the company's submissions that to investigate issues with a supply, customers will need to accommodate its visits to help resolve matters.
8. On 7 November 2018, it was established by the company that there was a leak on the supply somewhere between the meter and the inside of the property, although at that time there was no sign of an internal leak inside the flat.
9. I accept the evidence submitted by the company that confirms the company's submission that the part of the supply pipe which it is responsible for is only a meter or so in length, from the meter to the boundary of the property. The meter pit is shown outside on the pavement a short distance from the front steps of the property.
10. The company submits that it attended the property again on 30 November 2018 and excavated up to the property boundary, but found no leak present. The company states that it therefore eliminated its assets as the cause of the leak.
11. Further, I also note that following a subsequent visit by company on 11 December 2018, there was evidence of water damage in the bathroom.
12. The customer's private contractor attended the property on 14 December 2018. The contractor's report states that the leak was "at the meter" and therefore the company's responsibility.
13. However, I am mindful that, as discussed above, there was evidence of water damage in the bathroom on 11 December 2018. This would not, on a balance of probability, suggest that the leak was at the meter, which as stated above is shown to be outside on the pavement a short distance from the front steps of the property. I also accept the company's submissions that there is no mention in the contractor's report that any of the internal pipework or the water ingress in the bathroom were checked, which would have been expected.
14. In addition, the company returned to the property on 8 January 2019 to once again check its assets as it was obliged to do. However, although the evidence shows there was water in the

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.

meter pit, I note that this was found to be rain water as when the water was cleaned out no water returned and following a 12 minute test, the meter did not record any usage.

15. Having carefully considered all of the evidence provided, and in the absence of any evidence showing otherwise, I find the customer has not shown on a balance of probabilities that the leak was on the company's asset and that the company is legally responsible for the leak and any high consumption billed.

Leak allowance

16. In addition, the company has submitted a copy of its Code of Practice in evidence, which supports its submission that a leak allowance will only be considered where it receives confirmation that a leak has been repaired. There is no evidence to show that the company's Code of Practice is contrary to any law or code and, for the avoidance of doubt, I have no power to challenge the company's Code of Practice.

17. The private contractor's report does not state that any repairs took place, and I note that when queried by the customer, the contractor has reiterated his position.

18. I am also particularly mindful of the company's submissions that readings show that since 12 January 2019 there is again continuous usage on the meter, which is rising. Correspondence between the parties submitted in evidence shows that following further investigations the company confirmed to the customer in February 2019, that there was still a leak at the property. It is therefore not clear from the evidence submitted to this adjudication whether the original leak was repaired and if this is in fact a new leak. Consequently, in the absence of evidence confirming that the leak was repaired, I accept the company's submission that under its Code of Practice it is not obliged to provide a leak allowance.

Customer service

19. The company acknowledges that it incorrectly informed the customer that it would be able to apply an adjustment to the account before the leak was repaired and it also failed to investigate all aspects of the customer's complaint prior to contacting the customer on 23 January 2019. The company therefore failed to provide its services to the standard to be reasonably expected in these regards. However, I note that the company has paid the customer £70.00 for these

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.

failings. I am satisfied that this amount is fair and reasonable. I therefore make no further direction in relation to these failings.

20. Further, other than these failings, the evidence available to this adjudication does not show that the company failed to provide its services to the standard one would reasonably expect.

21. Consequently, in view of all of the above, I acknowledge the customer's claim and I can appreciate the distress this matter has caused the customer, and that the customer will be disappointed that I am not in a position to direct the redress sought, however, the customer's claim is unable to 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 28 June 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.



**U Obi LLB (Hons) MCI Arb
Adjudicator**

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.