

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT 1718

Date of Decision: 10 March 2020

Complaint

The company installed a water meter at the customer's property on a compulsory basis in September 2016. A leak occurred in February 2017 that was repaired by the company. A further leak was discovered in January 2019. The company carried out an enforced repair on this leak in June 2019 and charged the customer for the repair.

The customer considers the leak in 2019 was a result of poor workmanship by the company when it carried out the meter installation and the repair in 2017. The customer seeks reimbursement of charges made by the company in respect of the enforced repair to her private pipework.

The customer seeks an apology from the company for the experience.

Defence

The company installed a water meter on a compulsory basis under its water saving programme on 22 September 2016. The company repaired a leak close to the water meter on 23 February 2017.

On 15 January 2019, the company was notified of a possible leak at the customer's property and attended the same day. The company established there was a leak on the customer's supply pipe and notified the customer that it was her responsibility to arrange repairs, requiring that the repairs be complete by 8 February 2019.

The company followed up with the customer in May 2019 and found the leak was ongoing. The company notified the customer it would carry out an enforced repair on 5 June 2019. The repair was completed on 5 June 2019.

The company confirms the leak in 2019 was on a section of pipe within the customer's property and was therefore the responsibility of the customer to repair. The company submits it correctly identified and arranged for the leak repair and that it was entitled to pass on the costs of the repair to the customer.

Findings

I have concluded that the leak that was discovered in 2019 was on a section of pipe that was within the customer's property boundary and therefore the customer was responsible for its repair. I found no evidence to support the customer's claim that the leak was a result of poor workmanship on the part of the company.

I find the company was entitled to carry out an enforced repair and pass costs of that repair to the customer. Accordingly, the customer's claim fails.

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Outcome

The company does not need to take any further action.

The customer must reply by 7 April 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1718

Date of Decision: 10 March 2020

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The customer has paid the company for an enforced leak repair. The customer submits that the leak was caused by poor workmanship by the company from the time the company fitted a water meter and repaired a subsequent leak.
- The customer had not requested the fitting of a water meter. The meter was fitted by the company on a compulsory basis.
- The customer had informed the company on a number of occasions that there was a problem with the installation and that there was a leak.
- The customer has a dip in the driveway due to the work carried out by the company.
- The customer seeks an apology from the company.
- The customer seeks reimbursement from the company of the cost of the enforced repair to her private pipework.

The company's response is that:

- The company installed a water meter to the customer's property on 22 September 2016 on a compulsory basis in accordance with the company's water saving programme.
- Following installation of the meter, a report of a leak was received by the company on 6 February 2017. The company states that a hole was found in a copper pipe which was not the company's pipe. The company also states that as the leak was close to its connections, it carried out a repair.

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- The company reports that it was notified of a possible leak on 15 January 2019 by a gas company working in the area. The company investigated and established there was a leak and that the leak was on the customer's supply pipe.
- The company states that it advised the customer that the leak was on her supply pipe and therefore her responsibility to repair. The company also states that the company visited the customer on 13 May 2019 and found that the leak was ongoing. The company states it wrote to the customer advising her that it intended to carry out an enforced repair on 5 June 2019.
- The company considers that it correctly identified a leak on the customer's property and that it correctly notified the customer that repairing the leak was her responsibility. The company also considers it acted correctly in relation to carrying out an enforced repair and that it was appropriate that the costs of the repair were passed on to the customer.

How is a WATRS decision reached?

In arriving at my decision, I have considered the following key issues:

- a. Whether the company failed to provide services to the customer according to legislation and to standards reasonably expected by an average person.
- b. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing of the company.

In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show on the balance of probabilities that the company has failed to provide its services to the standard which would be reasonably expected and 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. On or around 22 September 2016 the company installed a water meter at the customer's property. The company states that the meter was installed on a compulsory basis in accordance with its water saving programme. The company notes that as part of the

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programme, customers are given a two-year period before charges commence on a metered basis. The company also notes that due to leaks at the customer's property in 2017 and 2019, the two-year period has been extended.

2. On or around 6 February 2017 the company received a report of a leak from around the meter chamber. The company states that a repair was completed on 23 February 2017. The company states that a leak had been found in a copper pipe that was not their pipe but was close to the connections made by the company. The company therefore repaired the leak. The leak was repaired at no cost to the customer.
3. The customer states that she had informed the company on a number of occasions that there remained a problem and there was still a leak. No dates have been provided to show when such contact was made. The company has stated that it repaired a leak in February 2017 and the next contact in relation to a leak at the customer's property was in January 2019. There appear to be no records or evidence of any contact between the customer and the company in respect of any leak between February 2017 and January 2019.
4. The company states that a report concerning a leak was received from a gas company on 15 January 2019. The company notes that the customer also advised the company of a leak later the same day. The company's position is that the leak was on the customer's supply pipe and therefore it was the responsibility of the customer to repair the leak.
5. The customer does not dispute the location of the leak. However, the customer's position is that the leak resulted from the work carried out by the company in February 2017.
6. It is noted that the customer sent an email to the company on 22 January 2019 that stated the damage to the pipe had been caused by the gas company during the installation of new gas pipework in the area. The customer has since noted that she sent this email in haste and that further inspection of the locations of the work carried out by the gas company in relation to the leak showed that it would not have been possible for the leak to have been caused by the gas company.
7. It is reasonable to conclude that at the time the water meter was installed in September 2016 there were no leaks. Had any leak been apparent at that time, it would have been obvious to the company and any leak would have been addressed at the time. A leak was reported in

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February 2017. Due to the fact that this leak was reported soon after the meter installation, and in close proximity to the meter, it is reasonable to conclude that the installation of the meter had in some way resulted in a leak. It is noted that the company stated in its email dated 6 June 2019 that the leak was on the company's section of pipe. It was therefore the company's responsibility to repair that leak. The company attended and repaired the leak on or around 23 February 2017.

8. The matter in dispute is the responsibility for the leak reported in January 2019. The customer submits the leak resulted from poor workmanship on the part of the company when a leak was repaired in 2017. The company submits that as the leak had occurred on the supply pipe within the boundary of the customer's property, the customer was responsible for the repair.
9. Whilst a leak was discovered in January 2019, it is not clear whether the leak started on or around the day it was reported or whether it had occurred sometime prior to that date. No meter readings have been provided that might assist, other than one reading of 1021 noted on a work order dated 15 January 2019. In an email dated 22 January 2019 from the customer to the company, the customer states that since the installation of the meter the customer had contacted the company at least three times to report a leak. The company has stated that the leak in February 2017 was the only issue on record from the time the meter was installed up to the time a leak was reported in January 2019. There is no evidence to support the customer's reference to other reports of leaks.
10. In the company's email dated 6 June 2019, the company refers to a call with the customer on 29 April 2019. The company states that during the call the customer advised that two leaks had been repaired and the customer believed there were no more leaks. Investigations by the company showed a leak was still ongoing. It is noted that the customer has stated that she had not had any repairs carried out on the pipe.
11. In its email dated 6 June 2019, the company also refers to the repair carried out on 5 June 2019. The company states, "I can confirm that the leak was on the small section of copper pipe between the meter and your [the customer's] newly laid supply pipe. The conclusion is that the supply pipe was not laid right up to our boundary stopcock and the leak was not properly addressed in the first instance". My conclusion is that the company is referring to the repairs it states the customer had advised had been made and that it was these repairs that had not properly addressed the leak.

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12. The company's email dated 31 July 2019 notes that the customer's supply pipe is plastic but also notes that the plastic pipe did not run the full length of the section that was the customer's responsibility. The company refers to a small section of copper pipe being part of the supply pipe. Reference is also made to the customer's supply pipe being new. I can find no reference to when this new supply pipe was installed. The email also refers to a photograph taken in 2017 that shows the connection to the meter on the customer's side was plastic.
13. The company's defence statement includes a photograph in Appendix 2 that the company states was taken prior to the leak repair in February 2017. This shows a metal pipe leading to the meter connection. Since this photograph was taken after the meter installation was carried out in 2016 but prior to the repair, it is reasonable to conclude that at the time the meter was installed, the connection to the meter made by the company was in copper pipe, not plastic. I have taken the statement made in the company's email dated 31 July 2019 that the connection to the meter was made in plastic to refer to the position after the February 2017 repair was completed.
14. The company states that, following its attendance at the customer's property on 15 January 2019, it wrote to the customer advising the customer that the leak was on the customer's supply pipe and that repairs were required to be complete by 8 February 2019. The company has not provided a copy of that letter, although the customer appears to have acknowledged receipt of the letter in her email dated 22 January 2019. The customer disputed responsibility for the repairs.
15. The company states that a formal waste water notice was sent to the customer on 11 February 2019. No copy of that notice has been provided. The company also states that following a call to the customer on 29 May 2019 a letter was sent informing the customer that the company intended to enforce a repair on 5 June 2019. No copy of that letter has been provided.
16. Section 75 of the Water Industry Act 1991 permits a water company to serve notice on a customer to take steps to prevent waste of water. Such steps may require a customer to carry out repairs to a leaking pipe that is the customer's responsibility. Section 75 also permits a water company to carry out repairs and to recover reasonable costs from the customer should the customer fail to comply with the notice.

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17. The company states that it carried out an enforced repair of the leak on 5 June 2019. The company also states that in order to complete the repair, it was necessary to excavate beyond the previous repair further into the customer's property. The company states that this repair replaced the section repaired previously and also replaced a further section of copper pipe.
18. The customer has also noted that the company replaced the section of pipe previously repaired by the company. The customer submits that the standard of work of the original repair was not to a high standard and this resulted in a further leak in 2019.
19. The time between the leak in 2017 and the discovery of a leak in 2019 was approximately two years. A meter reading taken in January 2019 around the time the leak was discovered was 1021. The Consumer Council for Water (CCW) suggests an annual usage for a two-person household of around 110 cubic meters. A consumption of 1,021 cubic meters after approximately two years is indication of a probable leak on the customer's side of the meter. However, in the absence of meter readings prior to January 2019, it is not possible to determine the period when the leak may have started and therefore whether or not the leak was likely to be connected to the original repair.
20. The company has not provided copies of notices or letters referred to in relation to the enforced repair. I am therefore unable to see what the company advised the customer in relation to the repair. However, it is apparent from the customer's email dated 31 May 2019 that she was aware of the company's intention to carry out a repair. The customer confirmed she would grant access to her property on 5 June 2019, the date the repair was carried out.
21. From the evidence provided, I have concluded that the original connection from the customer's supply pipe to the meter was made in copper pipe, not plastic. This copper pipe was existing and extended into the customer's property. A section of that copper pipe was replaced with plastic pipe by the company when the company repaired a leak in February 2017. This leak was on a section of pipework that was the company's responsibility. The leak that was discovered in January 2019 was from a section of copper pipe that remained after the repair was carried out in 2017. This leak was within the boundary of the customer's property.
22. The customer disputes that the repair is her responsibility and submits that the leak that occurred in January 2019 was the result of poor workmanship relating to the meter installation and the subsequent repair carried out in 2017. On the balance of probabilities, I conclude that

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the leak that occurred in 2017 was the result of poor workmanship during the meter installation. However, I can find no evidence to support the customer's submission that the leak in 2019 was also the result of poor workmanship on the part of the company or was connected to the previous leak.

23. A leak on a supply pipe within the boundary of the customer's premises is the responsibility of the customer to repair. Under Section 75 of the Water Industry Act 1991, the company was entitled to give notice that, in the absence of any repair carried out by the customer, the company would carry out the repair. The company was also entitled to invoice the customer its reasonable costs in carrying out the repair.
24. I find the company was entitled to carry out an enforced repair to the leak on the customer's supply pipework. I also find that the company was entitled to invoice the customer the cost of carrying out those repairs. The customer's claim for reimbursement of the cost of the enforced repair therefore fails. The company is not required to reimburse the customer the cost of repairs.
25. I have also considered the company's performance in relation to the Guaranteed Standards Scheme (GSS). The GSS sets out the minimum standards of service customers are entitled to expect from water or sewerage undertakers. Under the GSS, a company is required to respond to written complaints from customers within ten working days. Where a company fails to provide a substantive reply to a customer's written complaint within the required period, the company must make an automatic payment to the customer. I have found no instances where the company has failed to respond to a customer complaint within the required timeframes. I therefore make no direction in this matter.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication is final and cannot be appealed or amended.
- The Customer must reply by 7 April 2020 to accept or reject this decision.

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- When the Customer notifies WATRS of acceptance or rejection of the decision, the Company will be notified of this. The case will then be closed.
 - If the Customer does not inform WATRS of his acceptance or rejection of the decision by the date required, this will be taken as a rejection of the decision.
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Signed

A handwritten signature in black ink, appearing to read 'Ian Raine', with a long horizontal flourish extending to the right.

Name

Ian Raine (BSc CEng MIMechE FCI Arb MCIBSE)

Adjudicator

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