

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1755

Date of Decision: 9 January 2020

#### Complaint

The customer claims that water in the chamber box outside his property is indicative of a leak and submits the company's employees have confirmed the presence of a leak to him. He requests that the company repair or replace the communication pipe.

#### Defence

The company submits that it has carried out investigations in response to the recent reports of a leak by the customer and have established that there is no leak on the pipe outside the customer's property.

#### Findings

The company has demonstrated it has investigated the reports of a leak by the customer and that it found no leak on the communication pipe outside of the customer's property therefore it is not required to repair/replace this pipe. However, in correspondence to the customer it advised it found a leak on one of its communication pipes further up the road and confirmed it would keep the customer updated on the progress of the repair. However, there is no evidence of it updating the customer since the work due to take place on 11 November 2019 had to be rescheduled. This is evidence of the company failing to provide its services to a reasonably expected standard. I therefore direct that the company update the customer on the progress of its repair of this leak.

#### Outcome

The company shall provide a written update to the customer on the progress of the repair of the leak it found on a pipe further down the customer's road, as mentioned in its 24 October 2019 response.

The customer must reply by 6 February 2020 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1755

Date of Decision: 9 January 2020

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

### **The customer's complaint is that:**

- He reported a leak to the company on 5 September 2019 as there has been water in the chamber box outside his property for thirty years.
- On 13 October 2019, the company's Mr Jones confirmed there was a leak and two other employees confirmed this on 17 October 2019 and 7 November 2019.
- The company needs to obtain a court order if a dig is required (due to the gas line).
- The customer seeks that the company repair or replace the pipe.
- The customer request to cancel any county court summons that may have been raised.

### **The company's response is that:**

- In summary, the customer is concerned that there is a leak on the water pipe outside his property as there is water showing in the stop tap chamber. It has carried out investigations which have established that there is no leak on the pipe. The customer is not happy with the outcome of its investigations, as he believes there is a leak. The complaint has been reviewed at stages one and two of its complaints procedure.
- On 5 September 2019, the customer reported a leak in the external stop tap chamber outside his property. It attended site the following day, no leaks were detected.
- It received a letter from the customer on 10 September 2019 following the visit, which it responded to on 24 September 2019.

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- It received further letters from the customer on 17 and 18 October 2019, which it responded to on 24 October 2019.
- On 24 October 2019, the customer contacted it to report a leak in the external stop tap chamber outside his property. A visit was made the same day. Although there was a small amount of water in the chamber, investigations confirmed that there was no leak on the water pipe, and there were no leaks in the immediate vicinity of the property.
- It received a letter from the customer on 30 October 2019. It sent a reply to the customer on 1 November 2019.
- On 18 November 2019, the customer contacted it to report that there was a leak on his property, and that he had received correspondence from his local council relating to this. The customer terminated the call before the issue could be discussed.
- Therefore, it has carried out investigations and identified that there is no leak on the water supply pipe to the customer's property. These investigations included checking data from a leakage logger which is permanently installed on the water main that supplies the customer's property, which did not identify any leaks. There are also no leaks on any of the pipework in the immediate vicinity.
- In relation to the customer's request for the pipe to be repaired or replaced, the customer has reported this problem several times over the years. A leak was found in 2002, which was repaired. No leaks were identified on any of the other visits made. As there are no leaks on the customer's water pipe, no repair is needed and the pipe does not need to be replaced.
- In relation to the customer's request to cancel any county court summons that may have been raised, in November 2017 Chester County Court made a judgement (CCJ) that the customer pays the sum of £1,383.47 to [ ] Water (now RST Water). This order was made due to the customer's non-payment of water charges. No payment has ever been received from the customer. The CCJ has been issued correctly and will not be cancelled.

### *Reply*

- The customer disputes aspect of the Defence Bundle provided by the company in support, including that the leakage logger data relates to 3 Brown Road and not his address (19 Brown Road) and that he was at home on 24 October 2019 when the company's engineer visited but did not hear the door. He reiterates the claim regarding water in his chamber box and submits a photograph of his front door and correspondence (to [ ] Water) from 2017.

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## 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 concerns an alleged leak on the customer's supply pipe to the customer's property at 19 Brown Road, [ ] (the Property). The customer contacted the company on 5 September 2019, 24 October 2019 and 18 November 2019 to report a suspected leak due to water present in the external stop tap chamber outside the Property, which he asserts has been present for thirty years.
2. The company submits that the customer has reported this problem several times over the years. It asserts that a leak was found in 2002, which was repaired however no leaks were identified on any of the other visits made, including during the more recent investigations carried out on 6 September 2019 and 24 October 2019 in response to contact from the customer. The company has submitted a document titled 'Defence Bundle' which I find includes evidence of its communications with the customer, job notes dating back to 2002 and leakage logger data.

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3. Having reviewed the evidence, I find that the job notes dated 6 September 2019 and 24 October 2019 confirm the presence of “a small amount of water in the chamber” but the notes confirm there is no movement on the meter and no sound of any leaks on the communication pipe outside the customer’s Property. I cannot find any evidence in the job notes to support the customer’s assertion that the company told him a leak had been located on the communication pipe outside his property. In its Defence, the company has reiterated that no leaks have been identified and asserts that a leakage logger which is permanently installed on the water main in the vicinity, has also confirmed that there is no leak. The company has supplied leakage logger data which I find indicates that there are no leaks on specific dates in April and December 2019. I acknowledge the customer has highlighted that the address stated on the data logger is: ‘3 Brown Road’ whereas his address is: 19 Brown Road. I accept this, however, the company has said the leakage logger is located on the water main in the vicinity suggesting it does not need to be located exactly outside the customer’s Property for it to show a mains leak affecting the customer’s Property at 19 Brown Road. However, I do accept this evidence is not conclusive proof of no leak.
4. It is apparent that there is a small amount water in the customer’s chamber box, however, I consider that the evidence submitted by the company, namely the job notes in conjunction with the leakage logger data, supports its stated position that it has investigated the leak reported by the customer but has not found any leak on the communications pipe outside the customer’s Property or in the immediate vicinity of the Property.
5. However, I can see from the company’s response to the customer dated 24 October 2019 that it advised the customer that it had located a leak: “further down the road on one of our communications pipe” and that work to repair the leak was scheduled for 11 November 2019. It also explained that it did not need a court order for this as it is one of its assets and the gas main is not located near the dig. I note that within the Consumer Council for Water’s (CCW) letter to the customer dated 12 November 2019, it is stated that it had received an update from the company advising that when they attended to carry out the work on 11 November 2019, there were cars parked over the location and as such it was now in the process of rearranging the repair date and that it will update the customer in due course.
6. The company has not directly mentioned, in its Defence, the matter of the leak further down the customer’s road. Whilst it is unclear from the evidence as to whether this particular leak

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may be causing the water in the customer's external stop tap chamber outside of his Property, there is no evidence of the company updating the customer on the repair of this leak since it was unable to carry out the repair scheduled for 11 November 2019. As I am satisfied it had previously indicated to CCW that it would keep the customer updated, on balance I find the lack of any update constitutes evidence of the company failing to provide its services to a reasonably expected standard. In the circumstances, I find it reasonable to direct that the company provide a written update to the customer on the progress of the repair of this particular leak.

7. Therefore, whilst I acknowledge that the customer is adamant that the water in the chamber box is due to a leak on his communication pipe, I find there is a lack of substantive evidence to establish this. Moreover, I accept that the company has shown it has sufficiently investigated the reports and found no leak on the pipe in the near vicinity of the Property. Therefore, I find no failure by the company has been established in this regard and it is not required to repair or replace the communication pipe outside of the customer's Property, as sought. However, as discussed above, it is reasonable that the company provide a written update to the customer on the progress of the repair of the leak the company found on a pipe further down the customer's road, as mentioned in its 24 October 2019 response to the customer and therefore I direct it provide this remedy to the customer.
  
8. The customer has indicated by referring to a county court summons under section 7.3 of his WATRS Application titled 'Do something about you bill?' that he wishes for such to be cancelled by the company. The company has, by reply, provided details of a 2017 [ ] CCJ in relation to the customer's non-payment of water charges that it says was issued correctly and therefore it will not cancel. I find this issue to be unrelated to the matter in dispute and moreover, I am satisfied that any request for cancellation of a CCJ, falls outside of the scope of WATRS therefore I will not address this matter further.

#### **Outcome**

The company shall provide a written update to the customer on the progress of the repair of the leak it found on a pipe further down the customer's road, as mentioned in its 24 October 2019 response.

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### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
  - The customer must reply by 6 February 2020 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.
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**A. Jennings-Mitchell** (Ba (Hons), DipLaw, PgDip (Legal Practice), MCI Arb)

**Adjudicator**

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