

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1338

Date of Decision: 23 May 2019

#### Complaint

The customer states that following an interruption to the water supply at his home that took place on 14 November 2018, he had problems with his hot water. He called a plumber who discovered that two shower valves had been damaged. The customer states that the damage was caused by an increase in water pressure as a result of the company's works. The customer claims the cost of replacing the valves, in the sum of £100 + VAT (a total of £120).

#### Defence

The company rejects the customer's claim for the cost of replacing the two valves. It argues that the customer has not demonstrated that the cause of the damage to the valves was high pressure as a result of its works. It provides pressure logs for the relevant day which it states show that the pressure did not increase above 5.1 bar. It notes that it has already paid the customer an amount of £200 (or £190 - there is an inconsistency in the papers) for inconvenience associated with its failure to re-establish his water supply on time and for the inconvenience caused by incorrect findings made by its plumber. However, it denies responsibility for the cost of repairing the valves.

#### Outcome

Based on the available information, it appears on balance that the damage to the customer's two shower valves was causally connected to the work carried out by the company's contractor, given that two new valves failed at the same time and just after the works. The company should compensate the customer for the costs incurred as a result of this failure on the part of its contractor.

#### Findings

If the customer accepts this decision, the company must pay the customer the sum of £120 within 20 working days of notification of this acceptance.

The customer must reply by 21 June 2019 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

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## Party Details

**Customer:** [ ] (the "customer").

**Company:** [ ] (the "company").

## Case Outline

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

- The company notified the customer that it would interrupt the water supply at his home on 14 November 2018 for a period of 3 hours. The water was turned off but was not turned back on again after the 3 hours. This caused the customer inconvenience as he had to send his cleaner home due to the lack of water, and pay her for the day in any event (although the customer is not claiming reimbursement of this cost).
- The customer therefore contacted the company, who acknowledged that they had failed to re-establish the supply. The water was turned back on again at around 10pm that day.
- However, the customer then realised that his boiler was not working. The company sent a plumber to the customer's home, who condemned the boiler and advised the customer to get it fixed privately. The customer was therefore left without heating and hot water. He also experienced problems with his fridge-freezer and with flooding of his utility room because of taps that the plumber had turned off.
- The customer then called out a British Gas engineer. After investigation by British Gas and by another plumber, it turned out that there was no problem with the customer's boiler, but that the valves to the customer's mixer tap and shower had been damaged. The engineer replaced these valves and this solved the problem. The customer complains about the "incompetence" of the company's plumber and the waste of time that the misdiagnosis of the problem caused him.

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- The customer called the company to complain about the service he had received from the plumber it had instructed. The company was slow in returning his calls.
- The customer considers that the damage to these valves occurred due to a sudden rise in water pressure. He considers that the company is responsible for this damage. In support of this, the customer has provided an invoice from his plumber which states that "*2 separate shower mixer valves had failed. The shower valves are both from different manufacturers, fixed less than 6 months ago, rated at 10 bar and both failed at the same time following [ ] works. On inspection the thermostatic valve has failed on both units*". He has also provided a report from British Gas which confirms that the problem was caused by cold water going through the mixer tap into the hot water side.
- The customer further states that he sent the two shower valves to the manufacturer, who confirmed that they had been damaged due to a rise in pressure. However, the customer has not provided documentary evidence of this to the adjudicator.
- The customer claims the cost of replacing the valves, in the sum of £100 + VAT (a total of £120).
- The customer also seeks an apology.

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

- The company accepts that it interrupted the customer's water supply on 14 November 2018 in order to replace the water main as part of its water mains rehabilitation scheme. It acknowledges that its contractor forgot to turn on the external stop tap for the customer's property and that it therefore failed to re-establish the customer's water supply in a timely manner. The company apologised to the customer for this, and in accordance with its guaranteed service standards it paid him to sum of £40 (or £50, there is an inconsistency in the papers) on 31 January 2019.
- The company notes that the customer notified it that he had problems with his hot water on 20 November 2018. The company instructed a plumber to investigate the problem, who visited on 21 November 2018.
- The company acknowledges that this plumber wrongly concluded that there was a problem with the customer's boiler and as a result, condemned the boiler. This caused inconvenience to the customer by leaving him without hot water. The company paid the customer the sum of £150 on 31 January 2019, as a goodwill gesture.
- However, the company does not accept that any damage to the customer's shower valves was caused by a rise in water pressure.

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- The company provides a log of its pressure monitors before, during and after the works on 14 November 2018 which shows that the water pressure did not exceed 5.1 bar on the relevant day (which it says is the usual pressure level for the area). It also states that it did not receive any other complaints of high pressure from residents in the area. It states that the valves should have been able to withstand a water pressure of 10 bar and it does not consider that the customer has proved that this pressure was exceeded. The company also notes that the Water Industry Act 1991 does not set any legal requirement regarding the maximum water pressure.
- The company notes that the reports provided by the customer from British Gas and his plumber do not expressly state that high pressure was the cause of the problem with the valves. They also do not say that they had seen the valves before the work was carried out.
- Finally, the company points out that although the customer says that the manufacturer claims that the valves were damaged due to a "pressure issue", this does not expressly refer to the damage being caused by high pressure, and the customer has not provided the report from the manufacturer.
- The company therefore does not agree to pay the cost of replacing the valves.

### 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.

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## How was this decision reached?

1. The customer has raised a number of issues about the time taken to re-establish his water supply following the interruption on 14 November 2018, the services provided by the company's plumber, and the way in which the customer's complaint about these matters was handled by the company.
2. The company has already apologised to the customer for the time it took to re-establish his water supply, and made a payment under its guaranteed service standards. The company has also acknowledged that there were service failures on the part of the plumber it instructed, given that he reached an incorrect conclusion and left the customer without hot water, as well as in the way it responded to the customer's subsequent complaint. It offered the sum of £150 as a goodwill payment in respect of these matters, which the customer accepted.
3. I therefore consider that these complaints have been satisfactorily resolved. I do not consider that it is necessary to require the company to make any further apologies and no further payment is claimed.
4. The outstanding matter is the customer's claim for £100 + VAT (a total of £120) to repair two damaged shower valves. The customer alleges that the damage to the valves was caused by an increase in pressure that occurred due to the works that were carried out by the company on 14 November 2018. The company denies that this was the cause of the damage.
5. It is not easy to reach a conclusion on the cause of the damage to the two shower valves in the absence of direct evidence about why they were damaged. I have drawn inferences from the facts related by the parties, taking into account all of the evidence presented by both parties, in order to reach a finding as to the cause on the balance of probabilities.
6. I note that the customer says that he was told by the manufacturer that the valves were damaged by high pressure. Nevertheless, as the customer has not provided any documentary evidence of this, I do not take it into account.
7. The customer has also provided an invoice from his plumber, stating that the two valves had failed just after the company's works. Although, as the company points out, the plumber does not expressly state that the valves had been damaged as a result of high pressure, I note that the invoice confirms (1) that 2 separate shower valves failed at the same time, (2) that the two valves are from different manufacturers, (3) that they are less than 6 months old, and (4) that they should have been fit to withstand a pressure of 10 bar (in other words, they are not substandard valves).

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8. I consider that the timing of the failure of the valves is significant. Two different valves, recently installed and from two different manufacturers, failed at the same time and just after the company had carried out its works.
9. Although the company notes that its own pressure readings did not show that the pressure in the area increased beyond a normal level of 5.1 bar, these readings were taken at three time intervals and therefore do not tell us what the pressure was between readings. In any event, they were taken at two street locations and therefore are not determinative of the pressure in the customer's home.
10. In addition, although the company points out that there could have been a fault with the valves themselves (which should have been able to withstand water pressure of up to 10 bar), I note that the invoice from the customer's plumber confirms that the valves were indeed rated up to 10 bar.
11. Taking into account all of the facts before me, it appears on balance that when the water was re-established following the works carried out by the company's contractor, there must have been some issue with high water pressure which caused damage to the customer's shower valves.
12. The company has a duty to ensure that the water pressure is maintained at a constant level, and in particular, it is to be reasonably expected by an average person that the water pressure will not be such as to damage valves which are rated to 10 bar.
13. I therefore find on balance that there was a failure in the level of service provided by the company's contractor in the manner in which it carried out the works, and/or in the manner in which it re-established the water supply after the works. Given that the contractor was employed by the company, the company is responsible for this failure.

#### **Outcome**

If the customer accepts this decision, the company must pay the customer the sum of £120 within 20 working days of notification of this acceptance.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.

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- The customer must reply by 21 June 2019 to accept or reject this decision.
  - If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
  - If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
  - If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.
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Natasha Peter, FCI Arb  
**Adjudicator**

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