

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1536

Date of Decision: 7 November 2019

#### Complaint

The customer has a dispute with the company regarding its actions in response to a leaking internal water meter and the unauthorised removal of funds from his bank account. The customer claims that water leaking from the company's meter damaged a unit in his kitchen where the meter was housed. The customer further claims the company removed money from his bank account without his permission and has refused to repay the amount. The customer is dissatisfied that the company declines to pay compensation for damage repair and refuses to refund his bank account, and consequently he requests the company pay compensation in the total amount of £700.00 and refund £328.29 to his bank account.

#### Defence

The company states that it visited the customer's premises and identified that its water meter was not leaking, and the water inside the kitchen unit was from a damaged pipe belonging to the customer's own washing machine. The company states that it is not liable for the cost of the repair of the damaged unit. It further denies that it removed funds from the customer's bank account and notes that the customer has not provided any evidence to support his assertion. The company has not made any offer of settlement to the customer, and believes it has acted in a fair and reasonable manner, and has taken the correct actions when dealing with the customer's complaints. Thus, it declines to pay compensation or refund the customer's bank account.

#### Findings

The customer has not presented sufficient evidence to support his claims. I am satisfied the company performed in a reasonable manner in promptly attempting to locate the source of the water leak inside the customer's property, and in fixing the problem free of charge. Additionally, I find that the customer has provided no evidence to substantiate his claim that the company took money from his bank account. Consequently, I find the company has not failed to provide its services to the extent to be reasonably expected by the average person.

#### Outcome

The company needs to take no further action

The customer must reply by 06 December 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/ /1536

Date of Decision: 7 November 2019

## Party Details

Customer: [ ]

Company: [ ].

## Case Outline

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

- The customer claims he has experienced an ongoing dispute with the company regarding a water leak inside his property and he also asserts that the company has taken £328.29 from his bank account. The customer claims that the water leak is the responsibility of the company and thus requests compensation for the damage done by the leaking water. Despite the customer's ongoing communications with the company and the involvement of CCWater, the dispute has not been settled.
- The customer states that his internal water meter is located inside a unit within the kitchen of his property. He asserts that the water meter has been leaking and caused consequential damage to the kitchen unit. The customer claims that the cost to him to repair the damaged unit was £700.00 and that he has approached the company to fix the leaking meter and to reimburse the repair costs. The customer asserts that the company has not repaired the meter and declines to compensate him.
- On a separate matter, the customer asserts that the company has taken the sum of £328.29 from his bank account without his permission.
- The customer states that he does not understand why the company has debited his bank account with this amount as he has set up a Direct Debit mandate in favour of the company whereby he pays the amount of £20.00 per month into his account with the company.

*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.*

- The customer states that he was paying £20.00 per month into his company account during the period from March 2018 to March 2019, but asserts that the company insist he should pay £24.00 per month and thus he has accrued an outstanding balance of £48.00 during the twelve-month period.
- The customer asserts that he has applied to the Customer Assistance Fund [CAF] for help to pay his outstanding bill and that he was awarded the sum of £328.29. He calculates that after the purported amount of £48.00 is deducted he should be credited with the balance of £280.29, and is unhappy that this amount remains in his account with the company.
- The customer, dissatisfied with his interactions with the company, escalated his dispute in March 2019 to CCWater who took up his case with the company on his behalf. The customer further records that, despite the intervention of CCWater, the dispute is ongoing and the company has not revised its standpoint and CCWater are unable to facilitate a resolution between the parties.
- The customer remains dissatisfied with the response of the company and consequently, on 24 September 2019, has referred the matter to the WATRS Scheme whereby he seeks to have the company refund the sum of £328.29 taken from his bank account and pay £700.00 in compensation for the repair to the water damaged unit in his kitchen.

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

- The company submitted its Defence paper to the claim on 17 October 2019.
- The company confirms that it received contact from the customer on 27 November 2018 to complain of a leak at his water meter which is located inside his property, and that he called again on 01 December 2018 to repeat his complaint and to request the meter be moved from inside the property.
- The company states that on 10 December 2018 it sent a representative to the customer's property and no leak at the meter was identified. Additionally, the company states that it explained to the customer that the meter fitted inside the apartment was legally installed and would not be removed.
- The company further notes that the customer contacted it again on 02 January 2019 and that on 08 January 2019 it sent a private plumbing company to the premises to investigate the leak in the kitchen. The plumbing company identified that the leak was from the customer's own washing machine and not from the water meter. The plumbing company fixed the washing

*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.*

machine leak without charge to the customer. However, the company states that it advised the customer that the leak was his responsibility and that it would not be compensating him for water damage to the kitchen unit.

- The company refutes the customer's allegation that it took £328.29 from his bank account without authority. The company asserts that the customer applied to CAF on 16 August 2018 for relief and that it granted him the amount of £328.29 to clear the balance outstanding on his company account. The company confirms that this amount was credited to the customer's company account and not his bank account, and further confirms the credit has not been removed from his water account. The company declines to reimburse the customer as claimed in his WATRS application
- The company confirms that the monthly amount needed to be paid by the customer to keep his account in credit should be £24.00, not the £20.00 he is currently paying. The company also records that the customer has been placed on its WaterSure Tariff which entitles him to a 50% reduction in his monthly bills.
- The company asserts that no reimbursement is due to the customer for any overpayments. It refers to the fact that the customer was on a shared meter from 2008 until February 2017 and that to compensate for that he was refunded £480.19 and paid only the standing charge. The internal meter to his apartment was installed on 22 February 2017.
- In summary, the company believes it has acted reasonably and taken all possible measures to assist the customer. It has explained in detail the reasons for it not accepting the claim for compensation for damage to the kitchen unit, and has refuted his claim it took monies from his bank account. Consequently, it denies responsibility for the water damage and declines to pay the requested compensation in the amount of £700.00, and refuses to refund monies into the customer's bank account as claimed.

**The customer's comments on the company's response are that:**

- The customer has not submitted comments on the company's Defence document.

**How is a WATRS decision reached?**

In reaching my decision, I have considered two key issues. These are:

*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.*

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 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 relates to the customer's dissatisfaction over the company's actions when dealing with a purported water leak from an inside water meter and a purported removal of funds from his bank account.
2. I note that the WATRS adjudication scheme is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
3. Based on my review of all the available information, I am satisfied that the main issue of this WATRS Application is whether the company has acted reasonably in dealing with water damage to a kitchen unit and whether it has removed funds from the customer's bank account without his permission.
4. I am forced early in this decision to record that I note the paucity of both narrative and evidence from the customer in support of his claim. As I note in point 2 above, the burden of proof rests with the customer to show that the company has failed to provide its services to a level to be reasonably expected.
5. Dealing first with the alleged leaking internal water meter I am satisfied from the evidence submitted to me that the company attended the customer's premises firstly on 10 December 2018 where no evidence of water leakage was visible. I note from the company submittals that it records the customer contacted it again on 02 January 2019 to complain that the leak at the meter remained ongoing and subsequently on 08 January 2019 it sent a team of plumbers to

***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.***

investigate on site. The plumbers identified that the water meter was not leaking and that the source of the water ingress into the kitchen unit was from a leak in a pipe serving the customer's own washing machine. Thus, on balance, I find that the company acted in a reasonable manner in attending promptly upon the customer and in fixing his leaking washing machine free of any charges.

6. The customer has neither refuted nor disputed the company timeline of events and thus I am satisfied that the water leak in the kitchen unit came from the washing machine and not the water meter. Thus, it follows that the company is not responsible for the water damage to the unit and thus the customer's claim for £700.00 in compensation for repair costs does not stand.
7. Turning to the customer's assertion that the company removed funds from his bank account without his permission, I note that the customer provides no evidence to support his claim. The provision of a contemporary statement of account from the applicable bank would have elicited a clear understanding of who may have removed the funds.
8. I am satisfied that on 16 August 2018 the customer applied to CAF for assistance in paying his outstanding water bill to the company. From the table of account activity submitted to me by the company I am further satisfied that CAF paid the sum of £328.29 directly into the customer's account with the company on 03 September 2018 to settle the debt outstanding at that time. I am further satisfied that this amount has not been recalled by CAF and so remains a credit on the customer's account.
9. Thus, I find on balance, that the company did not remove the sum of £328.29 from the customer's bank account and consequently I shall not direct that it pays this amount to the customer as he requests. I further find that the company did not fail in its duty of care to manage the customer's account with a reasonable level of skill and care.
10. In summary, I have found no failure by the company to provide its services to the standard to be reasonably expected. I find the company has dealt reasonably with the kitchen unit leakage problem and I am satisfied that the water damage was not caused by any act or omission of the company. I find that the customer has not provided sufficient evidence to justify this part of his claim.
11. Similarly, I find that the customer has not provided sufficient evidence to justify his claim that the company took funds from his bank account without permission.

*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.*

12. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person, and therefore, my decision is that the claim does not succeed.

**Outcome**

The company does not need to take further action.

**What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 06 December 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.



Peter R Sansom (MSc (Law); FCIArb; FAArb)

**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.*