

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT//2064

Date of Decision: 5 October 2020

Complaint

The customer is experiencing poor water pressure and flows within his property. Following investigation the company determined that his private supply had been crushed by bedrock and stones, which were reducing the flow to the property. The company's advice was for him to install and connect a new private supply. However, he disputes responsibility for the pipework. The customer requests that the company install new pipework to his boundary at the company's own cost, or make a larger financial contribution towards the installation, if no legal documentation can be provided to evidence ownership and responsibility for the supply pipe. The customer also requests that the company provide an apology and pay an unspecified amount of compensation for distress and inconvenience.

Response

The customer's private supply pipe back to the main ends at a stop-tap approximately 2m away from the end of water main. The customer's supply pipe is approximately 250m in length. Investigations have determined that the supply pipe is in poor condition and should be replaced. As a gesture of goodwill, the company renewed approximately 8 metres of the private supply pipe. It has also supplied the pipe and fittings that will enable the customer to undertake the remainder of the work himself. The company has also agreed to waive the fee for connecting the renewed supply pipe to the water main. It has fully explained liability for pipework responsibility to the customer and believes it has done all it can to assist him.

Findings

The company is legally only responsible for the water main and the communication pipe from the water main to the boundary of a property. Information from Ofwat also further states that if a company stop-tap has been fitted, this will normally mark the end of the pipework that is the company's responsibility. The company submits that a company stop tap has been fitted, and this is located approximately 2m away from the end of the water main. The customer does not dispute the existence or location of the company stop tap. No evidence has been submitted to this adjudication to show that the location of the company stop tap is incorrect. Or that the property is a special case to which the normal rules do not apply. There is no evidence to show that the company is not maintaining the minimum pressure of water required at the company stop tap.

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Outcome

The company does not need to take any further action.

The customer must reply by 2 November 2020 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT//2064

Date of Decision: 5 October 2020

Party Details

Customer: The Customer

Company: XWater

Case Outline

The customer's complaint is that:

- He contacted the company on 3 March 2020 as he was experiencing poor water pressure and flows within his property.
- Following investigation the company determined that his private supply had been crushed by bedrock and stones, which were reducing the flow to the property. The company's advice was for him to install and connect a new private supply.
- However, he disputes responsibility for the pipework. There is some 250 metres of pipework between the property and the water main. He contends that the company should fund the installation of the pipework to the boundary of the property as there is no legal documentation illustrating the demarcation of the boundary i.e. where the company's ownership ends and where its liability begins.
- The customer requests that the company install new pipework to this boundary at the company's own cost, or make a larger financial contribution towards the installation if no legal documentation can be provided to evidence ownership and responsibility for the supply pipe. The customer also requests that the company provide an apology and pay an unspecified amount of compensation for distress and inconvenience.

The company's response is that:

- The customer contacted it on 3rd March 2020 to report poor water pressure and it arranged to visit the Property on 9th March 2020 to investigate.

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- It is committed to ensuring water pressure is at the correct level at the company stop tap / property boundary, which is a minimum of seven metres static head, equivalent to a flow of nine litres per minute (“LPM”)
- During the visit, it found the water pressure at the boundary was 32 litres per minute (“LPM”) although at the Property itself it was lower than what it would have expected, at 6 LPM.
- In the first instance, it was unable to locate the stop-tap at the boundary, so to aid its investigation, it changed the stop-tap located in the customer’s garden. The reason for this was to help give a better understanding of the pressure and flow readings at that point, and to assist the tracing of the supply pipe to its boundary’s edge.
- Following this, it was able to trace the supply pipe back to the main, which ends at a stop-tap approximately 2m away from the Fire Hydrant shown in the diagram provided, also labelled ‘end of water main’.
- The customer’s private supply pipe is approximately 250m in length. Further investigations and excavations undertaken to assist the customer, have determined that the supply pipe is in poor condition and should be replaced.
- As a gesture of goodwill, it renewed approximately 8 metres of the private supply pipe, although due to the overall length and condition of it, this has made little difference.
- To further assist the customer, it has also supplied the pipe and fittings that will enable him to undertake the remainder of the work himself. This was initially accepted, and the customer agreed to arrange for a contractor to carry out the work on his behalf.
- Further to this, it has also agreed to waive the fee of connecting the renewed supply pipe, to the water main.
- The customer now disputes responsibility for the supply pipe and believes that it should meet the costs of laying the new supply pipe. It has fully explained liability for pipework responsibility to the customer and believe it has done all it can to assist him.

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.

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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. 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.
3. Please note that it is not part of the adjudicator's function to carry out an independent investigation of the facts, or for instance, contact witnesses. If evidence is said to be relevant, it should have been submitted to WATRS. Only in very exceptional circumstances would WATRS appoint an independent technical expert, such as in a scenario where the parties had each submitted an expert report that reached differing conclusions; a third technical expert may then be appointed to break the deadlock. This is not the case here.

Responsibility for pipework

4. The company has submitted information about the responsibility for pipework between property owners and water companies from Ofwat, the water industry regulator.
5. The company is legally only responsible for the water main and the communication pipe from the water main to the boundary of a property. The information from Ofwat also further states that if a company stop-tap has been fitted, this will normally mark the end of pipework that is the company's responsibility.

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6. Property owners or occupiers are responsible for pipework that runs from the boundary of the property or the company stop-tap to the property, and all the pipework, fixtures and fittings inside the property.
7. Any issues on private pipework and any costs to investigate and remedy these are the responsibility of the property occupier/owner.
8. The company submits that a company stop tap has been fitted.
9. (I note that the company stop tap is also referred to as the controlling stop tap in the documents submitted by the parties and the Consumer Council for Water (CCW)).
10. The company states that the company stop tap is located approximately 2m away from the end of the water main and that its responsibility ends at this stop tap.
11. The customer refutes this and states that the pipework runs up Cilsanws Lane to his property, and the company's responsibility should end at the boundary of his property.
12. However, the customer does not dispute the existence or location of the company stop tap.
13. The customer does refer to a stop tap. However, I note that the customer states that this stop tap is in the garden of the property. The customer has also submitted a photograph to CCW pointing out the position of the stop tap within the garden. This stop tap is located within the boundary of the property. There is no evidence that this is the company stop tap.
14. No evidence has been submitted to this adjudication to show that the location of the company stop tap is incorrect.
15. Notes submitted by CCW state that the company has determined that the pipework was not laid by it or its predecessors. This is not disputed by the customer.
16. The information from Ofwat states that there may be special cases in some areas where the normal rules do not apply. In addition to contacting their water companies, Ofwat also directs customers to consult the deeds to their properties in these instances.

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17. No evidence has been submitted to this adjudication to show that the property is a special case.
18. In light of the above, in the absence of any evidence showing otherwise, the customer has not shown that the company is responsible for the pipework located after the company stop-tap.

Water pressure

19. The company is legally obliged to maintain a minimum pressure of water in the communication pipe serving a property of 7 metres head.
20. As discussed above, there is no evidence to show that the company is responsible for pipework after the company stop tap located 2 meters from the end of the water main.
21. The company states that the pressure recorded at the company stop tap is in excess of the guaranteed minimum standard.
22. No evidence has been submitted to this adjudication showing otherwise. In the absence of which, the customer has not shown that the issue complained of is the responsibility of the company.
23. In conclusion, I acknowledge the customer's claim. I understand that the cost required to remedy the issue being experienced within the property are considerable. The customer has explained his personal circumstances and I appreciate that he will be disappointed that I am not in a position to direct the redress requested. However, the evidence submitted to this adjudication does not show that it is the company's responsibility to to address the low pressure being experienced within the property.

Outcome

The company does not need to take any further action.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 2 November 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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U Obi LLB (Hons) MCI Arb
Adjudicator

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