

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX25

Date of Decision: 11/12/2020

#### Complaint

There was a leak on his neighbour's supply pipe in 2016. This led to damage to the road outside his property. He complained to the company about the reinstatement work, and the company told him that he also had a leak on his own supply pipe. The company said that it would repair the leak on his private supply pipe. After this was repaired, the company promised that the road would be repaired to a satisfactory standard. The road was closed for a month whilst the repair was taking place. The road has not been repaired to a satisfactory standard. The road was recently repaired by a member of the public. The company has a legal obligation to repair the road. However, instead of taking responsibility it is denying liability and has offered a £100.00 gesture of goodwill to settle the complaint. The customer asks that the road be reinstated to its original and acceptable standard. The customer would also like £5,000.00 compensation for the stress and inconvenience caused, and the length of time this has been ongoing.

#### Response

The leaks reported by the customer have been on private pipework, which it does not own. Any damage to the road surface as a result of water leaks coming from private pipework is not its responsibility. As a goodwill gesture, it has on two occasions, in May 2016 and September 2017, carried out repairs to the road. However, it will not repair any further damage to this private road. Between 25 February 2020 and 17 March 2020, it carried out work to replace the full length of the customer's private supply pipe to his property. The cost of such work should be borne by the property owner; however in this case, the work was done entirely at its expense on a goodwill basis. It has offered £100.00 as a gesture of goodwill to help the customer should he wish to put this towards getting a private contractor to carry out some small repair jobs on the road.

## Findings

Evidence shows that the company told the customer that the first leak reported in February 2016 was coming from pipework it is responsible for. The company acknowledged that the leak caused damage to the road. There is no evidence to show that the company repaired the damage to the road and to a satisfactory standard. I accept the customer's statements that the company was responsible for the consequential damage of the initial leak. I also accept, on the balance of probabilities, the customer's statements that the damage would have worsened over time. The company has not shown that it provided its services to the customer to the standard to be reasonably expected in relation to damage caused to the road by the initial leak. The customer was given some indication in 2016 that works were required to his private supply pipe and that these works would be undertaken by the company as a gesture of goodwill. Another promise to undertake this work free of charge was also made by the company in March 2019. The company failed to meet its promises to the customer and delayed in commencing the works. The company also failed to provide its services to the customer to the standard to be reasonably expected on this basis.

## Outcome

The company should pay the customer £200.00 compensation.

The customer must reply by 12/01/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-2125

Date of Decision: 11/12/2020

## Party Details

**Company:** XWater

## Case Outline

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

1. • A customer's supply pipe was leaking in 2016. This led to the road outside his property being damaged. • Shortly after complaining about the reinstatement work, XWater notified him that he also had a leak on his own supply pipe and this would be repaired by the company, and this along with the previous damage would be reinstated. • After this was repaired, the company promised that the road would be repaired to a satisfactory standard. • The road was closed for a month whilst the repair was taking place. This meant that he had no access to his property. • He has contacted the company on several occasions over the last 4 years. The road has not been repaired to a satisfactory standard. The company has not acted on its promise and has now stated that it will not be carrying out any further work. • The road was recently repaired by a member of the public as an act of kindness; the road was causing damage to cars. • He believes that the company has a legal obligation to repair the road. However, instead of taking responsibility it is denying liability and has offered a £100.00 gesture of goodwill to settle the complaint. • The customer asks that the road be reinstated to its original and acceptable standard. The customer would also like £5,000.00 compensation for the stress and inconvenience caused, and the length of time this has been ongoing.

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

1. • The leaks reported by the customer have been on private pipework, which it does not own. • It has repaired leaks on the customer's private supply pipe on three separate occasions; 18 February 2016, 24 November 2016 and 7 February 2017. • It also repaired a leak coming from a neighbouring property's private supply pipe on 31 December 2017. These repairs were completed on a goodwill basis as part of its free repair service. • The road in question is a private unmade road. Any damage to the road surface as a result of water leaks coming from private pipework is not its responsibility. • As a goodwill gesture, it has on two occasions,

in May 2016 and September 2017, carried out repairs to the road. However, it will not repair any further damage to this private road. • Between 25 February 2020 and 17 March 2020, it carried out work to replace the full length of the customer's private supply pipe to his property. The cost of such work should be borne by the property owner; however in this case, the work was done entirely at its expense on a goodwill basis. • It appreciates the inconvenience its work caused for a 3-week period. Whilst the work took longer than it initially anticipated, it was a difficult job that required different teams and additional resources to complete all the tasks required. • It notes that the customer is claiming £5,000.00 but has failed to provide any evidence to substantiate his claim. • As mentioned it has repaired the past leaks and replaced the customer's private supply at its own expense. The £100.00 goodwill offer was to help the customer should he wish to put this towards getting a private contractor to carry out some small repair jobs on the road.

### How is a WATRS decision reached?

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

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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.

**Customer:** The Customer

### How was this decision reached?

1. 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. Companies will often provide excerpts or summaries of account notes amongst

other evidence. However, it is useful for customers to also provide notes of the dates and times of when issues occurred and details of contact made to the company including times, dates and notes of calls; letters and emails.

4. 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.

5. Please note that this adjudication can only deal with the issues as set out by the customer in his WATRS application form dated 22 September 2020.

6. Any compensation awarded by an adjudicator must also be made in line with the WATRS Guide to Compensation for Inconvenience and Distress.

The Consumer Council for Water (CCW)

7. Please note that WATRS and CCW are separate organisations.

8. WATRS is a neutral organisation appointed to decide a dispute. WATRS does not work on behalf of either of the parties or CCW.

9. Any queries or complaints about CCW cannot be considered and should be directed to CCW.

Third parties

10. Please also note that for the purposes of this decision the scope of WATRS is to decide the issues between the customer and the company only.

11. Any complaints on behalf of other customers or other third parties cannot be considered.

Damage to road

12. An undated email from the company to the customer is one of the pieces of correspondence given by CCW on the customer's behalf to WATRS. In this email, the company acknowledges receipt of an email received from the customer on 19 September 2019. The company also confirms that a leak reported in February 2016 was coming from pipework it is responsible for. The company confirms that the leak was coming from its assets and acknowledged that this leak caused a pot hole.

13. The company does not mention this leak or the fact that it was on its assets in its WATRS Defence.

14. In this undated email, the company also says that it “repaired it.”

15. However, no evidence was submitted to CCW or WATRS to show that the company repaired the damage it acknowledged was caused to the road or that this repair was completed to a satisfactory standard.

16. It is not uncommon or unreasonable to expect water companies to provide evidence of the condition of an area before any reinstatement work is begun and to provide evidence of the reinstatement after works have been completed.

17. The customer also says that shortly after the initial leak, he raised a formal complaint. The customer says that the company attended the very next day and told him that there was a fault on his private supply pipe. The company told him that all work to address the issue with his private supply pipe would be undertaken as a gesture of goodwill gesture and along with this, the previous damage to the road would be reinstated and the road repaired to a satisfactory standard.

18. The company says that the customer contacted it on 18 February 2016 to report a leak. It identified a leak on the customer’s private supply pipe and due to the severity of the leak; its service partners attended that same day and repaired the leak as a gesture of goodwill.

19. The company also says that on 9 March 2016, the customer reported that the leaking water had created a pothole in the private road. As a further goodwill gesture, it arranged for its service partners to repair the pothole and this work was completed on 20 May 2016. The company says that the customer confirmed on 25 May 2016 that he was satisfied with this completed work.

20. The company also says that following a report of another leak on 25 January 2017, another leak on the customer’s private supply pipe was repaired by its service partners on 7 February 2017 as a goodwill gesture. Following the repair, the customer was dissatisfied with the condition of the road as there were further holes on the road. Its service partners initially determined that they were satisfied with the standard of their reinstatement itself. However, following a visit on 4 August 2017 by one of its technicians it agreed to repair two patches on the road as a goodwill gesture. The company says that the customer confirmed on 5 September 2017 that he was satisfied with the completed work.

21. The company also says that on 12 December 2017, another leak was identified on a neighbouring property’s private supply pipe. The repair was carried out by its service partners as a gesture of goodwill. The customer was unhappy with the condition of the road caused by the water leak but its service partners inspected their work and confirmed they were satisfied with the standard of their

reinstatement work.

22. The evidence shows that after the first leak, all other leaks have been on private supply pipes. No evidence has been submitted to this adjudication by either party showing otherwise.

23. Companies are not responsible for any leaks or issues on or caused by private pipework. Any costs to investigate and remedy these are the responsibility of the property owners/occupiers.

24. However, as discussed above, the company confirmed that a leak reported in February 2016 was coming from its assets and acknowledged that this leak caused a pot hole. I accept the customer's statements that the company was responsible for the consequential damage of the initial leak. I also accept, on the balance of probabilities, the customer's statements that the damage would have worsened over time.

25. I am also mindful that the company has not provided any supporting evidence such as account notes; emails or letters to support its various statements that the customer has confirmed that he was satisfied with the standard of reinstatement works at any time during the period of this complaint. I am also particularly mindful that one of the main parts of the customer's complaints since 2016, a period of over four years, is that the company has not repaired the road to a satisfactory standard.

26. Therefore, in the absence of any evidence to show that the company repaired the damage caused by the initial leak on its assets and to a satisfactory standard, I find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in relation to damage caused to the road by the initial leak.

27. I note that the customer states that the road was recently repaired by a member of the public as an act of kindness as the road was causing damage to cars.

Fault on the customer's private supply pipe

28. Again, the customer says that in 2016 shortly after the initial leak, he raised a formal complaint. The customer says that the company attended the property and told him that there was a fault on his private supply pipe and that all work to address the issue with his private supply pipe would be undertaken as a gesture of goodwill gesture and the previous damage to the road would be reinstated.

29. In a complaint to the company dated 15 September 2019 the customer says



that following this, for three years he persistently had to chase the company to find out when the work would be completed.

30. The customer also says that the company then informed him that he would have to pay for the replacement supply pipe, even though he had been told that works would be undertaken as a gesture of goodwill.

31. The company says that it can find no record or evidence that the customer was ever told that it would replace the pipe free of charge. However, it agreed in March 2019 to cover the cost of the work to renew the customer's private supply pipe as a goodwill gesture.

32. The company says then that its service partners attended on 12 August 2019, found a leak on the stop tap, repaired it and as there was no evidence of any further leaks; they did not carry out the work to replace the private supply pipe as originally planned.

33. However, the company does not explain why it took nearly five months for its service partners to attend the property. I am also mindful of the customer's statements about the information given by the company in 2016. The company itself describes a number of leaks on the customer's pipework in the period. The evidence does not indicate that the issue was confined to the stop tap repaired in August 2019 and that works the customer suggests was previously advised were not in fact required.

34. Having carefully considered the matter, given the customer's complaints over the period, I am inclined to accept, on the balance of probabilities, that the customer was given some indication in 2016 that works were required to his private supply pipe and that these works, including the replacement of the private supply pipe, would be undertaken by the company as a gesture of goodwill. Another promise to undertake this work free of charge was also made by the company in March 2019.

35. The work to renew the customer's private supply was undertaken in February and March 2020; some four years after the customer says the company initially informed him that works would be undertaken.

36. In view of the above, I find that the company failed to meet its promises to the customer and delayed in beginning the works to renew the customer's private supply. The company failed to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.

37. The company also acknowledges that once works began there was a delay in completing the works in February/March 2020. The company says that the works



took three weeks to complete which was longer than originally anticipated. However, the company has described in detail the complexity of the work required and the reasons for the delay. In the absence of any evidence showing otherwise, I accept the company's explanations and find no failing on the company's part in this regard.

## Redress

38. The customer asks that the road be reinstated to its original and acceptable standard. However, the customer himself has confirmed that the road was recently repaired by a member of the public. No evidence has been submitted to show the company is required to undertake any further work. Please note that if the repair undertaken by the member of the public is not to a satisfactory standard, it is not for the company to rectify this.

39. The customer would also like £5,000.00 compensation for the stress and inconvenience caused, and the length of time this has been ongoing. I have found that the company failed to provide its services to the customer to the standard to be reasonably expected in relation to damage caused to the road by the initial leak. The company also failed to provide its services to the customer to the standard to be reasonably expected by initially failing to meet promises it made to the customer about undertaking works to his private supply pipe.

40. I am satisfied that the customer is entitled to a measure of compensation for the distress and inconvenience caused. However, the customer has not provided any evidence to support his claim for loss in the sum of £5,000.00. I also find that the sum claimed is disproportionate to the failings shown and not in line with the WATRS Guide to Compensation for Inconvenience and Distress. Having carefully considered the evidence provided, I find a sum of £200.00 to be fair and reasonable in the circumstances and in line with the WATRS Guide to Compensation for Inconvenience and Distress given the length of time taken. No evidence has been submitted to this adjudication to support a higher level of compensation. I therefore direct that the company pay the customer £200.00 compensation.

41. (The customer submitted comments on the Preliminary Decision. The Decision was amended to clarify the scope of the Scheme and parts of the Decision. However, the customer did not raise matters that ultimately affected the outcome of the Decision.)

## Outcome

1. The company should pay the customer £200.00 compensation.

### **What happens next?**

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

The customer must reply within 20 working days to accept or reject this final 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 in 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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**Uju Obi**  
**Adjudicator**