

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-XX90

**Date of Decision:** 19/01/2021

#### Complaint

The customer claims that the company has failed to repair her kitchen fully after a leak from its pipework. The company should replace the plaster and kitchen units because it is still damp, and mould is present in the kitchen. The customer is seeking the company to hire and pay for an independent damp expert, and if the findings then determine that further work is required for the company to carry this out or fund this additional work.

#### Response

The company has not provided a response. Within the CCWater correspondence, the company says that the property is dry and neither the plaster nor the kitchen units need replacing in its contractor's expert opinion. None of the customer's information shows that the elevated moisture readings beyond October 2019 directly resulted from the leak on the company's pipework. The company has advised the customer that it will pay for half of the costs for an independent damp expert or surveyor to establish the cause of the elevated moisture readings. The company has offered as a gesture of goodwill £2,450.00 to resolve the issue, which has been declined. The company has not made any further offers of settlement.

#### Findings

I find that the customer has proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the leak from the company's pipework.

#### Outcome

The company shall pay half the costs of a suitably qualified jointly appointed surveyor to establish the actual cause of the elevated moisture readings and the extent of the damage. If the damage within the customer's property is determined to have originated from the company's pipework the company, under Section 209 of the Water Industry Act 1991, is liable for such damage or loss.

The customer must reply by 16/02/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX90

Date of Decision: 19/01/2021

## Party Details

**Company:** X Company

## Case Outline

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

1. • The company has failed to fully repair her kitchen after a leak from the company's pipework. • The company should replace the plaster and kitchen units because the property is still damp, and mould is present in the kitchen. • The customer is seeking the company to hire and pay for an independent damp expert, and if the findings then determine that further work is required for the company to carry this out or fund this additional work.

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

1. • It has not provided a response. • Within the CCWater correspondence, the company says that the property is dry and neither the plaster nor the kitchen units need replacing in its contractor's expert opinion. • None of the customer's information shows that the elevated moisture readings beyond October 2019 directly resulted from the leak on the company's pipework. • The company has advised the customer that it will pay for half of the costs for an independent damp expert or surveyor to establish the cause of the elevated moisture readings. • The company has also offered a gesture of goodwill £2,450.00 to resolve the issue, which has been declined.

## 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. The dispute centres on whether the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the repairs to the customer's kitchen.
2. The company must meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a leak report, the company needs to thoroughly investigate if the company's pipework is to blame and if repairs are required, make such repairs to prevent further leaks.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that in September 2019, the customer's son identified a water leak on the company's pipework within her property. The leak seemed to have been in existence for approximately 18 months since the company had installed a water meter. On 23 September 2019, the company repaired the leak on its pipework and replaced the property's external stop tap.
5. On 24 October 2019, the evidence shows that the company's drying contractors attended the property and took moisture readings from the plaster and installed a dehumidifier. The drying equipment was removed from the property on 31 October 2019. On 11 December 2019, the company's claims contractor visited the property and established that high moisture readings still existed within the property. The customer was unhappy with this situation and raised concerns about how the drying was done and how the damage was measured by the company's various contractors.
6. Between 11 December 2019 and 30 April 2020, various discussions took place

between the parties as to who was responsible for the repair costs and at what value. The customer has provided multiple estimates for the repairs, which the company disputes.

7. In June 2020, the customer provided a damp expert's report concluding that damp still existing within the kitchen wall and that the kitchen units would need to be removed to assess the full damage. The company says that the various kitchen units did not need to be replaced and the moisture readings have been returned to pre-leak level.

8. The customer remained unhappy with the company response and escalated the dispute to CCWater to resolve, which resulted in the company offering £2,450.00 to conclude matters. The evidence shows that the customer did not accept this offer.

9. In November 2020, the company advised the customer that it will pay for half of the costs for an independent damp expert or surveyor once the customer has submitted a report by a damp company with specific qualifications. However, none of the previous reports or quotations provided by the customer fulfilled this requirement or showed that the increased moisture levels were a direct cause of a leak from the company's pipework. The company would not pay the full costs of any survey as it already had a survey done by its drying contractor, which stated that the property moisture levels had been returned to their pre-leak levels. The customer believed that the company should pay the total costs of such a survey, and on 19 November 2020, the customer commenced the WATRS adjudication process.

10. From the evidence provided, it is not disputed by either party that a leak existed on the company's pipework that led to damage within the customer's kitchen. This is clearly shown by the various photographs and reports put forward in evidence by the customer. In accordance with Section 209 of the Water Industry Act 1991, the company is liable for any damage or loss caused by an escape of water from its pipework. The evidence shows that some damage has occurred to the customer's property due to the leak, for which currently the customer has not been adequately compensated. Therefore, 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 this regard.

11. In this instance, the evidence shows that a dispute has arisen as to the value of the damage and whether it was solely caused by the leak on the company's pipework. Within its correspondence of 18 August 2020 the company states that the customer's quotations and reports do not show that the damage originated from the leak on the company's pipework. However, its reports indicate that the property was returned to pre-incident moisture levels in October 2019 following a drying

program.

12. After analysing the various reports and quotations put forward in evidence, I find that none of the reports or quotations provided by either party identifies the likely cause of the elevated moisture readings from after the drying was complete. Accordingly, I am of the view that until a full independent survey by a fully qualified surveyor is completed at the property, the actual cause of the moisture damage and extent of the damage cannot be accurately determined.

13. I note that within its correspondence the company has offered £2,450.00 to the customer and after this was declined it offered to pay for half of the costs for an independent damp expert. It may be that the £2,450.00 would cover the customer's losses, however, until the actual cause of the elevated moisture readings and subsequent loss be determined I find I cannot say with any certainty that it would. Therefore, it seems that a sensible next step would be for the parties to jointly appoint a suitably qualified surveyor to establish the actual cause of the elevated moisture readings and the extent of the damage.

14. In light of the above, I direct that the company pay half the costs of a suitably qualified jointly appointed surveyor to establish the actual cause of the elevated moisture readings and the extent of the damage. If the damage within the customer's property is determined to have originated from the company's pipework the company, under Section 209 of the Water Industry Act 1991, is liable for such damage or loss.

15. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained why the company's leak had not solely caused the damage. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately considering the circumstances. Accordingly, I am satisfied there have been no failings concerning customer service.

16. Both parties has submitted comments on the Proposed Decision. However, I find this has not raised any matters which affect my decision and so those comments will not be specifically addressed.

17. In light of the above, I find the customer has proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the leak from the company's pipework. I direct that the company pay half the costs of a suitably qualified jointly appointed surveyor to establish the actual cause of the elevated moisture readings and the extent of the damage. If the damage within the customer's property is determined to have

originated from the company's pipework the company, under Section 209 of the Water Industry Act 1991, is liable for such damage or loss.

### **Outcome**

1. The company shall pay half the costs of suitably qualified jointly appointed surveyor to establish the true cause of the elevated moisture readings and the extent of the damage. If the damage within the customer's property is determined to have originated from the company's pipework the company, in accordance with Section 209 of the Water Industry Act 1991, is liable for such damage or loss.

### **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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**Mark Ledger**  
**Adjudicator**