

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX92

Date of Decision: 18/01/2021

Complaint

The customer's claim is that the company has overcharged for an enforced repair to the customer's pipework and declined to provide a full breakdown of costs. The customer is seeking the company to provide a complete analysis and justification of the costs incurred.

Response

The company says that it has provided all the information it has available to the customer. As the customers affected by the leak on their private pipework did not repair the leak, the company had to arrange a repair under enforcement for which the customer would be liable for a share of the costs incurred. The company has advised the customer that only costs the company has incurred have been passed on, no other expenses. The company has not made any further offers of settlement.

Findings

I find that the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the enforced repair costs.

Outcome

The company needs to take no further action.

The customer must reply by 15/02/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX92

Date of Decision: 18/01/2021

Party Details

Company: X Company

Case Outline

The customer's complaint is that:

1. • The company has overcharged for an enforced repair to the customer's pipework and declined to provide a full breakdown of costs. • The customer is seeking for the company to provide a full breakdown and a justification of the costs incurred.

The company's response is that:

1. • It has provided all the information it has available to the customer concerning the enforced repair costs. • Under its agreement with its subcontractors, the company cannot disclose the subcontractor's invoice for the works undertaken. • As the customers affected by the leak on their private pipework did not repair the leak, the company had to arrange a repair under enforcement for which the customer would be liable for a share of the costs incurred. • However, the company has charged the customer only the costs the company has incurred, no other expenses.

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. 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 enforced repair costs.
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. Section 75 of the Water Industry Act 1991 gives the company the power to prevent damage and to take steps to avoid contamination, water waste and misuse. If the company has recorded leakage but cannot identify the leak as from their pipework, the company can issue a legal notice under the Water Industry Act 1991 to inform its customer of a potential private leak and a requirement to fix it. If the customer does not fix the problem in the time allowed within the notice, the company can carry out the works and pass on the costs incurred to the customer.
4. 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.
5. From the evidence put forward by the customer and the company, I understand that in May 2020 the company identified a water leak in X Location. After investigation, the company confirmed that the leak was on the private shared water supply pipe that jointly supplies the customer's property and six other properties.
6. On 25 June 2020, the evidence shows that the company issued a Section 75 notice to each of the properties involved to advise them that there was a leak on their private water supply pipe and that they would need to arrange the repair within 14 days.
7. Between the 27 June and 24 July 2020, various discussions took place between the parties as to who was responsible for the repair resulting in the company informing the customer that as the customer or his neighbours had taken no action,

the company would attend the property to carry out repairs to prevent further leakage. I understand that on 31 July 2020 the company's subcontractors repaired the supply pipe under Section 75 of the Water Industry Act 1991.

8. On 4 August 2020, the company sent an invoice for £135.55 to the customer for his enforced repair share. The evidence shows that the total cost of the repair was £948.87. Following this invoice, various discussions took place regarding a breakdown of the costs of the repair.

9. On 7 August 2020, the company provided a breakdown of the costs leaving the customer unhappy with the travel costs included within the invoice. On 13 August 2020, the company responded to the customer explaining that the travel costs were calculated based on its subcontractors' time taken to arrive on-site. The evidence shows that the customer continued to question the company on various aspects of its invoice, which the company answered within its email dated 4 September 2020.

10. The customer remained unhappy with the company response and escalated the dispute to CCWater to resolve, without success. On 19 November 2020, the customer commenced the WATRS adjudication process.

11. The customer has queried the costs of the repair to the private pipework. As shown by the company's response, if the company has recorded leakage but cannot source the leak to their pipework, the company can issue a legal notice under the Water Industry Act 1991 to inform its customers of a potential private leak a requirement to fix it. If the customers affected do not fix the problem in the time allowed within the notice, the company can carry out the works and pass on the costs to the customer. The evidence shows that as the customers affected by the leak on their private pipework did not repair the leak, the company had to arrange a repair under enforcement.

12. The evidence shows that the company has subcontractors who it uses to carry out repairs on private pipework. On completion of the repair, the subcontractor issues an invoice to the company. The invoice is then split equally between the downstream customers of the leak and therefore, responsible for repairs. In this instance, the invoice was divided equally into seven equal shares, as explained by the company's email dated 4 September 2020.

13. The company states that it is under no obligation to provide a breakdown of the costs as the repair was an enforced repair under Section 75 of the Water Industry Act 1991. The repair works were not a service that has been provided by the company. However, I note that a breakdown of the charges was provided to the customer when requested on 20 August 2020.

14. The customer has made various comments concerning the company's

breakdown, particularly concerning travel costs. I find that the company's correspondence dated 13 August 2020 clearly explains that the travel costs were calculated based on the time taken to arrive on-site by the company's subcontractors and the company has no obligation to expand on this.

15. I also note the various comments concerning the company providing the subcontractor's invoice for transparency. I agree with the company's position that it cannot provide the actual invoice under its agreement with the subcontractor. However, I am satisfied that the company has only passed on the costs it has actually incurred and split the charges equally.

16. On reviewing the various correspondence, I am satisfied that the company had adequately explained the costs incurred by its subcontractors whilst undertaking the repair and is under no obligation to provide a further breakdown or its subcontractor's invoice. Therefore, I find no failing by the company in this respect.

17. 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 the costs incurred whilst undertaking the repair. 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.

18. The customer has submitted comments on the Proposed Decision. I have removed the requested redress that the company reduce the customer's invoice as I understand from the customer's comments this was never requested. Concerning the other points raised within the customer's comments, I find these have not raised any matters which affect my decision and so those other comments will not be specifically addressed.

19. In light of the above, I find that the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the enforced repair costs.

Outcome

1. The company needs to take no further action.

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.

- 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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Mark Ledger
Adjudicator