

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT4124

Date of Decision: 12 November 2020

#### Complaint

The customer has suffered 27 incidents of low pressure or loss of water at his property in the last 18 months. For the previous eight years he had no issues. On each occasion the matter had been reported to the company and the supply was restored. He would like to know how the matter has been resolved on each occasion and the company's plans to alleviate the problem.

He seeks compensation of 100.00 for each incident. He also asks the company to install a pump at his property.

The customer has made comments on the preliminary decision I issued on 3 November 2020. These are addressed later in this decision.

Nine of the 27 incidents were due to failures of the company's equipment. The remaining incidents were due to the elevation difference between the customer's home and the property boundary.

#### Response

The company is re-zoning the supply from another network as a temporary mitigation and upgrading its services as a longer term measure to enhance its supply to the area.

It has made a payment under its Guaranteed Standards Scheme of £30.00 for two incidences where the pressure had fallen below seven metres head in a 28 day period.

It is unable to consider installing a pump at the customer's property but has offered a payment of £500.00 as a goodwill gesture.

#### Findings

The company has failed to meet the standards required under the Guaranteed Standards Scheme. It has failed to maintain a minimum water pressure of 0.7 bar at the boundary of the property on nine occasions. The company has made one payment under its Guaranteed Standards Scheme in relation to low pressure for the financial year 2020/2021. A further payment is due for failures during the 2019/2020 financial year. The company has also made a payment of £25.00 for failure to respond to a complaint within required timescales.

There is no obligation on the company to maintain a pressure higher than 0.7 bar at the property boundary. The remaining incidents of low pressure were not a failure by the company to comply with the required standards.

#### Outcome

The company needs to take the following further action:

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Pay the customer £30.00 under its GSS for loss of pressure during the financial year 2019/2020.

The customer must reply by [DATE] to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT 4124

Date of Decision: 20 November 2020

## Party Details

**Customer:** The Customer

**Company:** The Company

## Case Outline

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

- The water supply to his property has been interrupted on a number of occasions in the past 18 months. In that time, he has experienced 27 incidents of lack of water supply or low pressure. For the eight years prior to that, there were no problems with the supply pressure.
- Each incident was reported to the company who attended and restored the supply every time. He asks the company to confirm the cause of each incident and how they were resolved.
- He has asked the company to confirm its short and long term mitigation plans.
- He seeks a resolution that will restore his supply to the level it was in the first eight years since he moved into the property.
- He seeks £100.00 compensation for each incident. He also asks the company to install a booster pump at his property.

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

- Nine out of the 27 incidents of loss of water or low pressure were due to site failures. The remaining incidents were due to the elevation difference between the boundary and the customer's property.
- Rezoning the water supply from another network is being looked at to alleviate the problem as a temporary mitigation. This should be complete by November 2020.

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- Further longer term mitigation measures are being actioned. These include increasing the feed to the distribution service reservoir, returning two boreholes to service and installing a 30 inch water main at the reservoir.
- It is unable to consider the customer's request to install a pump at the company's expense.
- There were two incidents where the customer's supply pressure fell below seven metres head for at least one hour within 28 days. It confirms a Guaranteed Standards Service payment of £30.00 had been made.
- It has offered the customer a payment of £500.00 as a goodwill gesture.

### **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.

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. The customer says that for about eight years after he moved into his property, he had no issues with the water supply. He also says that he is not aware that the previous occupiers had any problems with supplies. However, in the past 18 months he has experienced a significant number of interruptions to his water supply. The application notes 27 incidents of a lack of water or low pressure at his property.

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2. The company acknowledges that the customer has experienced problems with water pressure for several months. The company says that some of these instances were due to site failures. It says that the majority of incidents of poor pressure were due to the difference in elevation between the property and the boundary box, together with the pressure loss in the private supply pipe to the property. The company says it plans to instigate measures to improve the supply but cannot guarantee the timing for the work. The company also says it has suggested that the customer installs his own booster pump on his private supply pipe
3. The company says it received a report of poor pressure at the customer's property on 5 June 2019. The company says it investigated and found a booster pump set had tripped out. The evidence shows a considerable number of incidents occurred after 5 June 2019 where the customer has suffered loss of pressure or interruption to his supply. The company's response confirms that on five occasions between June 2019 and December 2019 there were problems with booster pumps. The company also acknowledges that a total of nine incidents were due to site failures. It says that the remaining failures were due to the property elevation and head loss in the supply pipe.
4. Records of water pressures in the mains adjacent to the customer's property have been provided by the company. These records indicate that generally the water pressure is between approximately 40 and 45 metres head or 4.0 and 4.5 bar. There are, however, a number of spikes where the pressures fell rapidly and significantly. In several cases, the pressures recorded are close to, or below, zero metres head. This is consistent with one of the company's explanations that there had been a failure at a pumping station.
5. It is evident that the customer has suffered a significant number of incidents of low pressure over the past 18 months. These have either been a complete loss of supply or a major loss of pressure to a point where the supply is effectively not useable. The evidence indicates that the company systems have suffered a number of faults or failures. The company says it is planning work on the systems to improve the supply.
6. The company acknowledges there have been a number of failures. However, the company refers to its obligation to maintain water pressure at the boundary to the customer's property at a minimum of 7 metres head or 0.7 bar. There are nine occasions logged by the company when the pressure fell below 0.7 bar.

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7. Regulation 17G(1) of the Water Supply and Sewerage Services (Customer Services Standards) (Amendment) Regulations 2017 sets the minimum pressure requirements. The regulation says that a water supplier must maintain a minimum water pressure of seven metres head in a communication pipe serving a property. This is equivalent to 0.7 bar. This is set out in the Guaranteed Standards Scheme (GSS) issued by OFWAT. The company's obligation is therefore to maintain a water pressure of not less than 0.7 bar at the customer's boundary box.
8. The company has provided information about the elevation of the customer's property. This shows a boundary box at an elevation of 78 metres and the customer's property at an elevation of 102 metres. With a difference in elevation of 24 metres, a pressure at the boundary of 7 metres head or 0.7 bar will mean there is no supply at the property. To achieve a pressure at the property of 1.0 bar would require a boundary pressure of not less than 34 metres head or 3.4 bar. There is, however, no requirement in legislation for a company to provide such pressure at a property boundary. Where the records show that pressure in the mains has been 4.0 to 4.5 bar, the pressure at the property should be approximately 1.6 to 2.1 bar. However, where the pressure in the mains falls to, or below, approximately 2.4 bar, the customer is likely to experience a loss of supply. Note that these figures take no account of any additional head loss in the private supply pipe.
9. I have reviewed reasons given by the company for the low pressure incidents. I have also considered the graphs provided by the company showing the water pressures recorded by the data loggers. I have taken into consideration the statement by the customer that he had no problems with water supply for a number of years prior to the incidents starting in 2019. I have also noted that in each case the customer reports that the supply was restored after the company attended. These matter indicate that the problems were not simply due to the elevation of the property. I find that the recent spate of incidents of low pressure is unlikely to be due only to the property elevation and supply pipe head loss. As far as I am able to establish from the evidence provided, those factors have not changed from the earlier period where there were no problems. It is reasonable to conclude that the reported incidents of low pressure have been mainly due to system failures. It is also reasonable to conclude that whilst the elevation and supply pipe head loss may have contributed to the problem, they were not the sole cause.
10. I am satisfied that, on the balance of probabilities, the problems experienced by the customer are at least partly due to failures within the company's systems on most if not all occasions.

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However, in relation to compensation, I am only able to consider matters concerning expected standards of service and requirements of legislation.

11. As I have referred to above, the requirement concerning minimum water pressure is that the pressure at the property boundary must not fall below 0.7 bar. It is only where the pressure falls below 0.7 bar that it can be considered that the company has failed to meet the required standards. The customer's problems occur before pressures fall to this level.
12. The GSS requires that companies maintain a minimum water pressure at the boundary of 0.7 bar. If pressure falls below 0.7 bar on two occasions, each occasion lasting more than one hour, within a 28 day period, the company must make an automatic payment to the customer. Payments are limited under the GSS to one in any financial year. The GSS payment in such circumstances is £25.00. I note that the company's own standards exceed this and the payment for loss of pressure under the company's scheme is £30.00.
13. The company says in its response that it has made one GSS payment of £30.00 to the customer. The company says this is in relation to water supply interruptions during the 2020/2021 financial year.
14. The graph showing pressure recordings shows three occurrences in June 2020 where the pressures fell below 0.7 bar. I have taken it that the June 2020 events relate to the 2020/2021 financial year. The graph also shows there were two occurrences in December 2019 where the recorded pressures fell below 0.7 bar. These are also noted in the company's response. These incidents were within the 2019/2020 financial year. The customer is therefore due a GSS payment in relation to the December 2019 events.
15. In relation to GSS payments for loss of pressure, I find the customer is due a payment for incidents occurring in the 2019/2020 and 2020/2021 financial years. The company has made a payment for the 2020/2021 financial year but not for 2019/2020. I therefore direct the company to pay the customer £30.00 in respect of loss of pressure during the financial year 2019/2020.
16. I have also considered the company's performance in relation to complaints. Under the GSS, a company is required to respond to written complaints from customers within ten working days. Where a company fails to provide a substantive reply to a customer's written complaint within the required period, the company must make an automatic payment to the customer of £20.00.

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If the company fails to make an automatic payment within prescribed time limits, a further payment of £10.00 must to be made.

17. The customer wrote to the company on 14 August 2019 complaining about the issues he was having. The company says it received the customer's letter on 20 August 2020. A response was sent on 3 September 2019. This was beyond the ten working days allowed for a response. The response was not substantive. The customer followed up with a series of emails. The next response from the company was sent on or around 5 December 2019.
18. The company's letter dated 14 May 2020 refers to the company's failure to respond to the customer's enquiry within the required timescales. It confirms a GSS payment of £25.00 had been credited to the customer's account. This exceeds the payment required in the GSS. I am therefore satisfied that the company has made the required payment for failing to respond to the customer's complaint. I make no further award in respect of this matter.
19. The customer seeks a payment of £100.00 for each of the incidents of loss of water or low pressure. This would be a total of £2,700.00 for the 27 reported cases. To succeed in his claim, the customer would have to show that the failures by the company to maintain 0.7 bar at the boundary had caused some loss or detriment. I have seen no evidence to support this and therefore the customer's claim fails.
20. The customer says that he wants a solution that would restore his supply to the position it was in the first eight years after moving into the property. The company is, however, only required to guarantee water pressure at the boundary in accordance with the standards referred to earlier. It cannot be compelled to supply water at a higher pressure. I am therefore unable to make any direction on this matter.
21. The customer asks that the company installs a booster pump at his property. The elevation level of the customer's property above the boundary box is approximately 24 meters. The pressure losses due to the elevation and head loss in the private supply pipe are not within the company's control. The company is under no obligation to provide a supply pressure to overcome the losses on the customer's property. I find no justification to require the company to install a booster pump and make no direction in this matter.

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22. I understand the customer's frustration from the loss of pressure in his water supply. However, I find no justification to make any awards beyond those set out in this decision. I have said that failures within the company's systems are likely to be a significant factor in the problems experienced by the customer. The company has an ongoing obligation under the Water Industry Act 1991 to maintain and upgrade its systems. This obligation is enforceable by OFWAT and therefore under Rules 3.4 and 3.5 of the WATRS Rules is not within the scope of a WATRS adjudication. Should the customer consider the company has failed to adequately maintain its systems, he may choose to refer the matter to OFWAT.
23. The company's response sent 11 September 2020 to the Consumer Council for Water (CCW) confirms an offer of £500.00 as a goodwill gesture. The company's response to the application also says the customer has been offered £500.00 as a goodwill gesture payment. The customer has the option to accept or reject this offer and I make no direction on this matter.
24. The customer has made comments in relation to my preliminary decision. I will deal with these comments here.
25. The customer says that the boundary to his property is a considerable distance from where any pressure readings were taken by the company. The customer believes the readings are invalid.
26. The company's response says that a high speed logger had been installed at the boundary box to the property. The company also said in relation to the graphs provided that pressure recorded at the critical point (CP) logger had been adjusted for the difference in height between the CP location and the customer's boundary box. I therefore concluded that even if loggers had been at a different location, the results on the graphs were adjusted to compensate for the boundary box position. The graphs produced show a limited number of low pressure spikes. Some were below 0.7 bar and others were not. If the boundary pressure had fallen below 0.7 bar on a greater number of occasions than the records show, this would not have changed the GSS payments due.
27. The customer disagrees with the company's position that it cannot guarantee water pressure should stay at the previous levels. The customer says the company has set a legal precedence for the supply of water at a suitable pressure. The customer believes the company has to maintain a similar level of pressure in future.

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28. I referred in my decision to the legal requirement for the company to maintain a water pressure at the customer's boundary of 0.7 bar. There is no legal requirement for water companies to maintain water pressures at any earlier level. The issue is the height of the customer's property above the boundary box. Even if the company maintained a pressure of three times the minimum required at the boundary, this would not be enough to serve the property.
29. The customer says there are development plans for the area and is concerned this might had an adverse effect on the water supplies. The company will be required to ensure its supplies continue to comply with legislation should demand increase in future.
30. The customer says that the action taken by the company proves there has been a supply issue and that it is able to supply water at a suitable pressure unless systems fail. I have referred to this in my decision. A failure can only be considered under the GSS if the pressure falls below the minimum required level. I have explained that if the customer believes the company is not adequately maintaining its systems, that would be a matter for OFWAT and not WATRS.
31. After consideration of the comments made by the customer, I make no changes to my decision.

#### **Outcome**

The company needs to take the following further action:

Pay the customer £30.00 under its GSS for loss of pressure in the financial year 2019/2020.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 10 December 2020 to accept or reject this 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 on 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.

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- 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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**Signed**

**Name**

Ian Raine (BSc CEng MIMechE FCI Arb MCIBSE)

**Adjudicator**

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