

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX28

Date of Decision: 29/11/2020

Complaint

The customer says that the company has wrongly charged him for a leakage repair on a neighbouring property. His water supply is serviced by way of a shared pipe and he claims that he could not access the neighbour's garden to make good the repair and that he should not be penalised for this. He says he has been billed twice and has received a charge of £906.

He asks for an apology from the company, the removal of the charges paid for the clearance of the overgrown garden and the removal of the second bill for the job.

Response

The company says that it followed the correct procedures in carrying out the repair to the shared pipe. It says that it relies on S. 75 of the Water Industry Act 1991.

It says that it has already reduced the bill from £906 to £718. It says it cannot agree to any further reduction and it does not accept that it has failed in its customer service.

Findings

The company acted in line with its legal obligations in making good the leak. It also acted within its powers in charging the customer for a share of the cost of the work where the service was provided by way of a shared pipe. I therefore do not find that the company failed to provide its services to the standard to be reasonably expected.

Outcome

The company does not need to take any further action.

The customer must reply by 30/12/2020 to accept or reject this decision.

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Date of Decision: 29/11/2020

Party Details

Company:

Case Outline

The customer's complaint is that:

1. • He says he has received poor service from the company at his residence. • He says he was unfairly billed an amount of £906 by the company. • He says that this bill was in relation to a leak on pipework that he shares with three neighbours. • He says that he followed the instructions of the company at all times. • He says that there were discrepancies in the amount that the company alleged it had cost to repair the leak. • He says it was unfair that he was penalised for the cost of the company having to access the neighbour's property. • He says he should not have been billed for the clearing of his neighbour's overgrown garden. • He says he was billed twice for the same job. • He says that the situation has caused him and his mother stress and inconvenience. • He requests an apology from the company and the removal of the charges paid for the clearance of the overgrown garden and the second bill for the job.

The company's response is that:

1. • The Property is serviced by a supply pipe that is shared with three other properties. • The responsibility of the supply pipe legally rests with the properties sharing the pipe and this includes the customer. • It has followed all proper procedure in relation to the discovery of a leak on the supply pipe. • It has powers under Section 75 of the Water Industry Act 1991 ("WIA"), which it has used to bill the customer. • It has reduced the invoice down from £906 to £718 and this accounts for the removal of the cost of visiting the neighbouring properties. • It states that it cannot remove the cost of clearing the neighbouring garden. • It says that there were two bills as there were two groups of technicians who visited the site at different times. • The company states that it is unable to consider reducing the bill further.

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:

How was this decision reached?

1. This adjudication is decided solely on the basis of the evidence provided to me by the customer and the company as well as any relevant law or guidance.
2. The customer is unhappy that he has been billed for the fixing of a leak on a shared supply pipe to the Property. The company says that it has a legal right to bill the customer and that it has acted properly.
3. The customer says that the situation has caused him and his mother much distress. He says that he feels it is unfair that he should be charged for failing to fix a leak when he had no way of accessing the neighbouring land.
4. The company has relied on S. 75 of the WIA. I have looked carefully at the WIA and find that, in accordance with the company's defence, it is correct that the company may use this power to enforce the fix of a leak and to make a charge where the work is carried out by itself.
5. The company would have been obliged to write to the affected customers to inform them of the leak and the necessity of work to fix the problem. I see from the evidence that correspondence was sent to the customer and that this correspondence did inform him of the leak and did inform him that the company intended to use its enforcement powers.

6. I accept that the customer is sincere when he says that he could not access the neighbouring property to have the leak fixed himself. It is clearly unfortunate that the owner of the property where the garden was overgrown was not responsive to the company's requests that the garden be cleared to enable a fix of the leak.

7. I note that the responsibility for the shared pipe was spread between four properties. I see that the company has sent an explanation of this type of shared responsibility with its defence. I find that this is a clear explanation. I have not found that there is any challenge to this aspect of the company's defence nor can I find anything that contradicts this position in the legislation I have looked at.

8. I note that it is correct that the company is legally obliged to fix any leaks that come to its attention to prevent loss of water.

9. I have looked at the correspondence between the parties and also the log of communications sent in by the company. I am persuaded that these show that the company did try for a significant period of time to find an alternative to using its S. 75 enforcement powers. Further, I do not find that the evidence shows any failing of communication by the company in its dealings with the customer.

10. The customer states that he received two bills. This has been explained by the company as being due to the fact that two different teams of workmen had to attend the site to carry out fundamentally different jobs. I have accepted that this was the situation.

11. I note that the company has amended the charge down from £906 to £718. It has stated that this was to remove the charges for the visits to the neighbouring properties.

12. While I am sympathetic to the customer's position, as he himself found he could not access the leak, the legal position is that the company may seek the charges from those who bear shared responsibility for a shared pipe. I also have to consider here that it is unlikely that even if the customer has been able to access the leak that he would have been able to carry out a repair for less than the cost that the company incurred. I note that the charge made by the company was not a penalty for the failure of the customer to act, but rather a shared responsibility charge for the shared pipe being fixed.

13. I note that the company has offered a payment plan to the customer in its final letter to the Consumer Council for Water. I consider that this is fair and shows goodwill by the company.

14. I understand that the customer will be disappointed by this outcome. However, I must emphasise that this finding is based on the legal position of the parties to this

application and that I have found the customer's application to be sincere.

15. I do not find that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.

16. Therefore, it follows that the claim does not succeed.

Outcome

1. The company does not need to take any 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.

Johanna Higgins
Adjudicator