

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X311

**Date of Decision:** 08/04/2021

#### Party Details

**Customer:** The Customer

**Company:** X Company

#### Complaint

The customer claims that the company's engineer did not investigate and advise on a suspected leak at his property thoroughly. Following the alleged leak, the company incorrectly charged the customer for excess water consumption. The customer is seeking the company to remove its extra water consumption charges from its bill.

#### Response

The company has not responded. However, the CCWater documentation shows that the company identified a possible leak with the customer's private pipework and an engineer was sent to the customer's property to investigate further. On arrival, the customer was indisposed, and the engineer was directed to the property's concierge, who was made aware that a leak existed on the customer's private pipework. The customer is responsible for maintenance and keeping his private pipework in good condition, and the company cannot reduce the customer's bill as the customer is liable for the usage on his connection.

#### Findings

I am satisfied that the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the suspected leak on the customer's private pipework. Furthermore, I am satisfied there have been no failings concerning customer service.

#### Outcome

The company needs to take no further action.

The customer must reply by 06/05/2021 to accept or reject this decision.



# ADJUDICATOR'S FINAL DECISION SUMMARY

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## Case Outline

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

- The company's engineer did not investigate and advise on a suspected leak at his property thoroughly. • Following the suspected leak, the company incorrectly charged the customer for excess water consumption. • The customer is seeking the company to remove its excess water consumption charges from its bill.

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

- The company has not responded. • However, the CCWater documentation shows that the company identified a possible leak with the customer's private pipework and an engineer was sent to the customer's property to investigate further. • On arrival, the customer was indisposed, and the engineer was directed to the property's concierge, who was made aware that a leak existed on the customer's private pipework. • The customer is responsible for maintenance and keeping his private pipework in good condition. • The company cannot reduce the customer's bill as the customer is liable for the usage on his connection.

## 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.

## How was this decision reached?

1. 1. The dispute centres on whether the company investigated thoroughly and sufficiently informed the customer of a suspected leak on the customer's private pipework and whether this led to a delay in the repair of the leak.
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.
3. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to thoroughly investigate if the company's pipework is to blame and if repairs are required to make such repairs to prevent further leaks.
4. Furthermore, the company has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Guaranteed Standards of Service scheme.
5. The evidence shows that the company's leak alarm was triggered on 9 July 2020 which indicated that a leak might exist on the customer's pipework. The company sent an email to the customer and also tried to contact the customer by telephone to inform him that a leak might exist on his private pipework.
6. On 14 July 2020, the customer contacted the company to advise that he believed the leak might be in the block of flats but not in his specific apartment. Following this, the company responded on 15 July 2020 and advised that an engineer would visit the property to collect a meter download. I understand from the evidence that the customer was also advised that the engineer would not need to enter the customer's property and as a leak was suspected on the customer's private pipework, the customer would need to contact his concierge or request a plumber himself.
7. The engineer attended the property, the day before it was agreed, to take the readings, and it was established that a leak existed on the customer's pipework. The engineer contacted the customer to advise of his findings, however, the customer reported that he was currently indisposed and the engineer was asked to wait a short while until the customer became available.
8. The customer says that the company's engineer did not wait until the customer was available, as requested, but quickly agreed to speak to the concierge instead and advised that the company would be in touch. I understand that the company cannot normally contact the concierge directly as its contractual obligations are with the customer, despite the concierge being responsible for the property's fixture and fittings. It is not clear from the evidence provided as to whether in this instance

the engineer did speak to the customer's concierge.

9. On 20 August 2020, the customer contacted the company to complain about the engineer's standard of service and the charges received for the excess water consumption caused by the leak. I understand that since the engineer's visit the customer had contacted his concierge to arrange a plumber, but without success and had now contacted his own plumber to attend.

10. Between 20 August and 9 September 2020, various discussions took place between the parties concerning who was responsible for the additional water consumption due to the leak on the customer's pipework. The company maintained its position that any repairs to the customer's private pipework are the customer's responsibility and that its engineer only contacted the customer as a matter of courtesy as he did not need access to the property. The customer remained unhappy with the company's position and on 9 September 2020, the dispute was progressed to CCWater to resolve; however, without success. On 11 February 2021, the customer commenced the WATRS adjudication process.

11. Concerning the customer's comments that the engineer caused a delay in the repair as he did not wait until the customer was available, whilst the company's engineer attended the property the day before it was agreed to take the readings and did not wait, I find that this would not have caused any delay in identifying the leak or the repair on the customer's pipework. The customer had been previously advised in July 2020 that a leak might exist on his pipework and that he should have it investigated. The evidence shows that this was not done until after the company's engineer had visited the property. Furthermore, the customer had been previously advised that the engineer would not need access to the customer or the property to read the meter. I understand that it was a matter of courtesy that the engineer decided to inform the customer of his findings whilst on site.

12. As shown by the CCWater correspondence, the customer is responsible for maintenance and keeping his private pipework in good condition. Whilst I sympathise with the customer's position regarding the additional charges incurred due to the leak on his pipework, I find that I agree with the company's position set out on the CCWater documentation that the company cannot reduce the customer's bill as the customer is liable for the usage on his connection however that usage occurs.

13. After careful analysis of the correspondence and evidence, I cannot find any indication that the company failed concerning its investigations into the leak in the customer's pipework or that its engineer caused a delay in the leak repair. Considering the above, I find there are no grounds to conclude that the company has failed to provide its services to the customer to the standard to be reasonably

expected by the average person concerning the leak on the customer's private pipework or the additional charges incurred due to the higher water consumption.

14. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the CCWater documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it had not delayed the repair of the customer's pipework and why the customer was responsible for any repairs on his private pipework. Accordingly, I am satisfied there have been no failings concerning customer service.

15. In light of the above, I find the customer has not 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 on the customer's pipework, nor has the customer proved that the company failed to provide its services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service.

### **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**