

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X312

Date of Decision: 26/04/2021

#### Party Details

**Customer:** The Customer

**Company:** X Company

#### Complaint

The customer claims that the company has failed to maintain its pipework surrounding her property, which has led to leaks and water ingress within her property. Once the customer raised this issue with the company, it provided poor customer service and then refused liability. The customer is seeking the company to apologise and pay compensation of £2,500.00 for the distress and inconvenience.

#### Response

The company says that its pipework was not the root cause of the water ingress within the customer's property. The company undertook extensive investigations that found no evidence that its pipework could be the source or that repairs to its pipework have damaged the customer's property. Furthermore, any additional compensation for customer service failures is not appropriate as adequate compensation has already been made regarding the various service failures. The company has not made any further offers of settlement.

#### Findings

I am satisfied the evidence points to the fact that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning identifying and repairing any leaks which may have caused water ingress to the customer's property. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

#### Outcome

The company needs to take no further action.

The customer must reply by 24/05/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X312

**Date of Decision:** 26/04/2021

## Case Outline

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

• The company has failed to maintain its pipework surrounding her property, which has led to water ingress and damage to her property. • Once the customer raised this issue with the company, it provided poor customer service and then refused liability. • The customer is seeking the company to apologise and pay compensation of £2,500.00 for the distress and inconvenience.

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

• Its pipework is not the root cause of water ingress or damage to the customer's property. • The company undertook extensive investigations that found no evidence that its pipework could be the source or that repairs to its pipework have damaged the customer's property. • Furthermore, any additional compensation for customer service failures is not appropriate as adequate compensation has already been made regarding the various service failures.

## 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 has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning investigating the source of the leaks within the customer's property.
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 on 19 September 2018, the customer's husband contacted the company to report a leak on the property's outside stop valve. The evidence shows that the company attended the property on 26 September 2018 and repaired the boundary box's leak.
5. On 2 and 23 October 2018, the customer contacted the company as he believed that a leak still existed on the outside stop valve and to report damage to his block paving. The company undertook various investigations, and further repairs to the company's pipework were completed on 23 January 2019. The evidence shows that during this period, the repairs and investigations were delayed due to parking issues and traffic cones being moved.
6. On 18 and 20 April 2019, the customer's husband contacted the company to report a further leak on the property's outside stop valve. The company visited the property and found a leak within the road, which was then repaired on 24 April 2019. However, on 25 April 2019, the customer's husband contacted the company to report that he could still hear a leak within the property's boundary. The company attended the property on 30 April 2019. However, the company was unable to gain access and then reattended on 24 May after further contact with the customer. I understand that there was an issue found with the customer's internal stop valve and private pipework. Between 29 July and 1 November 2019, the company undertook further investigations and found that the leak existed on the customer's supply pipe. The company offered to repair the supply pipe from the outside stop valve to where the supply pipe enters the customer's property.
7. On 31 October 2019, the evidence shows that the leak to the privately-owned underground supply pipe had been repaired. The company also installed an

additional stop valve in the customer's flower bed to prove further if there were any other leaks under the property that the customer would need to get repaired.

8. On 12 November 2019, the company contacted the customer to advise that it suspected further leaks on the customer's private pipework. The customer confirmed on 24 November that this private leak had been fixed.

9. On 18 May 2020, the customer's husband contacted the company to report a further leak outside the property. The company attended on 19 May 2020, and no leak was found on the company pipework and advised the customer to call a plumber to establish whether a leak existed on his private pipework. After a customer call on 16 June, the company reattended the property stating that the leak still existed. However, no leak was found.

10. On 23 July 2020, the customer contacted the company to advise that the property was now empty, and the company put a hold on the customer's account. I understand that, following this, the customer requested compensation for alleged damage to her property due to the various leaks and compensation for the company customer service. However, the customer progressed the matter to CCWater to resolve without success and on 11 February 2021 commenced the WATRS adjudication process.

11. Concerning whether the company investigated the cause of the flooding of the customer's property thoroughly, as stated within the company's defence documents, investigations took place each time the customer reported an issue resulting in the company identifying that no leak existed on the company's pipework and the most likely source of the leak after 24 April 2019 was the customer's private pipework.

12. As shown by the company's response documentation, the customer is responsible for maintenance and keeping her private pipework in good condition. Whilst I sympathise with the customer's position regarding the additional charges and damage incurred due to the leak on his pipework, I find that I agree with the company's position set out in its response that the customer is liable for any damage to the property incurred due to a leak from the customer's private pipework.

13. On careful review of all the evidence, I find that I am satisfied with the company's position that it has undertaken investigations into the cause of the leaks and, where appropriate, has taken action such as repairs to its pipework and the customer's private pipework, to reduce the risk of further leaks. Furthermore, the company has provided a leak allowance where appropriate, which it was entitled to offset against any outstanding balance on the customer's account.

14. Whilst I appreciate the customer's position and the time taken to establish the root cause of the leaks, as shown by the company's response documents, it was found that the leaks were not due to the company's pipework. This position is supported by the fact that even after the company had repaired all its nearby pipework issues, leaks still appeared within the customer's boundary from the customer's private pipework.

15. 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 engineers caused damage to the customer's property. 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.

16. 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 leaks within the customer's property did not originate from the company's pipework. Furthermore, on reviewing the various correspondence, I find that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Where there were failings in the service provided, I find that the customer has been adequately compensated, and no further sums are due.

17. The customer has requested an apology from the company. Having considered the various correspondence put forward in evidence carefully, I am satisfied that the company has failed to provide its customer services to the customer to the standard to be reasonably expected by the average person. However, I am satisfied that the company has sufficiently apologised and offered compensation where appropriate within its dialogue with the customer. Therefore, I find that the company is not required to provide a further apology.

18. In light of the above, I am satisfied that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning any defects within its pipework surrounding the customer's property. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been adequately compensated.

## 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**