

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X403

Date of Decision: 14/06/2021

Party Details

Customer:

Company:

Complaint

The customer claims that he has experienced low levels of water pressure at his property. Once the company investigated, it lacked clarity around the pricing for a new connection compared to his neighbour. The customer is seeking the company to apologise and refund the new connections costs of £1,296.72 due to the inconvenience and distress incurred.

Response

The costs paid by the customer's neighbour were lower than the customer's quote because the company could combine works already planned or undertaken at the neighbouring property. The customer's connection required all works to be completely fresh, solely for the new connection, and accordingly, the quote was higher. The company acknowledges there were various issues with the customer service throughout its dialogue with the customer. The company has paid the customer as a gesture of goodwill £125.00 to cover these failings. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the quoted costs of the customer's new connection.

Outcome

The company needs to take no further action.

The customer must reply by 12/07/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• He has experienced low levels of water pressure at his property. • Once the company investigated, it lacked clarity around the pricing for a new connection compared to his neighbour. • The customer wants the company to apologise and refund the new connections costs of £1,296.72 due to the inconvenience and distress incurred.

The company's response is that:

• The costs paid by the customer's neighbour were lower than the customer's quote because the company could combine works already planned at the neighbouring property. • The customer's connection required all works to be completely fresh, solely for the new connection, and accordingly, the quote was higher. • The company acknowledges there were various issues with the customer service throughout its dialogue with the customer. • The company has paid the customer as a gesture of goodwill £125.00 to cover these failings. • Accordingly, no further sums are due to the customer regarding the customer's water pressure or new connection quote.

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. This dispute centres on whether the company was clear and transparent when providing the customer with quoted installation costs for a new supply pipe to increase the customer's water pressure.
2. The company is required to meet the standards set out in the Water Industry Act 1991, and the effect of this is to place an obligation on a water and sewerage company to connect a customer's premises to the company mains water, maintain its pipework and provide a supply of water for domestic purposes.
3. The company is also required to provide a minimum level of water pressure of 0.7 bar of pressure as set out in the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008.
4. From the evidence put forward by the customer and the company, I understand that in November 2020, the customer contacted the company to complain about his and his neighbours' water pressure. The company investigated matters and found the drop in water pressure the customer and his neighbours were experiencing was due to the private shared water supply pipe that jointly supplies the customer's property and his neighbours.
5. The evidence shows that the customer and his neighbours were advised to apply for a new connection. The company provided quotes to the customer and his neighbours to provide separate supplies to each property. However, whilst his neighbour's quotes ranged from £300.00 to £1,296.72, the customer's initial quote was approximately £4,500.00.
6. Various discussions took place between the parties resulting in the customer progressing the dispute to CCWater to resolve on 4 December 2020. The result of the CCWater investigation was that his quote was then reduced to £3,300.00 then to £1,296.00, the same price as a neighbour. The company explained that the reason for the difference in the quoted costs was that his neighbours had other works that were being carried out at the same time or earlier; hence, they could provide the discounted price. The customer remained unhappy with the company's response as he felt that the company had not been transparent or open and, on 16 April 2021, commenced the WATRS adjudication process.
7. Concerning whether the company was transparent and open regarding the quoted costs to install a new connection, the evidence shows that the low pressure was due to a private joint shared supply and that the company advised that to increase the pressure, he and his neighbours should install a new separate supply to their properties.
8. I understand that the customer was quoted approximately £4,500.00 for a water

connection, which was then reduced to £3,300.00 then to £1,296.00, the same price as a neighbour. The customer advised that another neighbour had the same works done, however, at a lower cost. I note that both parties agree that one of the neighbours' cost was £1,296.00. However, I can find no evidence to support the customer's statement that one of his neighbours paid less than £300.00.

9. The customer states that the company have deliberately been vague on the details. However, on review of the evidence put forward, I find that I cannot say with any certainty that the company has not been transparent or open. The evidence shows that the works undertaken at the customer's neighbours were done in 2018, and this is why at least one of the customer's neighbours costs were lower.

10. As explained in the company's response, the company says the reason why the quoted costs were different initially was that the customer's neighbours did not require a completely fresh installation for the new supply as they had work done previously or scheduled at the same time as the installation which would have reduced the final installation costs.

11. On review of the evidence, I agree with the company's comments that the difference in the quoted costs was that the customer's neighbours did not require a completely fresh installation. Furthermore, there was no loss to the customer as he ended up being quoted the exact costs as his neighbour. Accordingly, I find 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 regarding the quoted installation costs. Accordingly, this aspect of the customer's claim fails.

12. I note the customer's comments regarding the company's New Connection policy and the costs incurred. I cannot find any evidence that the company's supply was below the minimum level of water pressure of 0.7 bar at the point where the company's pipework meets the private supply pipe. The evidence shows that the pressure drop was due to the shared supply pipe. Supply pipes are the smaller pipes that carry water from company pipework into the property. Supply pipes run from the property's boundary (where there may be a company stop-tap) up until the first water fitting or stop-tap inside the property. As explained on OFWAT's website, stop-taps along the length of the supply pipe, and any water fittings, are the property owner's responsibility to maintain or replace. Accordingly, this aspect of the customer's claim fails.

13. The company has certain obligations regarding its customer services, and I find the customer has been adversely affected by the lack of clarity during his dialogue with the company. I am satisfied the company accepts it provided poor service in

this respect, and I understand that the customer has been paid compensation of £125.00 within the discussions with CCWater. After careful review of all the correspondence provided in evidence, I am satisfied the company's payment of £125.00 is fair and reasonable in the circumstances to cover the complaint and any distress or inconvenience to the customer.

14. The customer has provided comments on the Preliminary Decision with regards to the company's costs and pricing. However, as above, I have found no grounds to conclude that the company has failed to provide its services to the customer to the standard to be reasonably expected regarding the quoted installation costs and accordingly I find that the customer's comments do not alter my decision.

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 quoted supply pipe installation 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.

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Mark Ledger

Adjudicator