

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X411

Date of Decision: 24/06/2021

Party Details

Customer:

Company:

Customer's Representative:

Complaint

The customer's complaint relates to a leak that occurred at his property from around April 2019. The customer repaired the leak in January 2020 and does not consider that he should have been charged for the excess water usage resulting from the leak, because the leak was outside his property boundary. The customer claims the payment of compensation and/or adjustment of his bill to the level it would have been at based on his average previous water usage, as well as the cost of repairing the leak and his legal costs.

Response

The company rejects the customer's claim. It says that the evidence shows that the leak occurred on the customer's own pipework. In any event, it says that it provided the customer with all relevant information and assistance to allow him to identify and repair the leak. This included advising him a number of times about how to perform a leak test, who was responsible for the leak, how to contact the water wholesaler and how to complete a leakage allowance form. It notes that the customer did not apply for a leakage allowance, which in any event would only be granted by the water wholesaler.

Findings

I do not find that the company should pay compensation or reduce the customer's bills on account of the leak, which I find occurred on pipework which was the customer's responsibility. The customer is also not entitled to repayment of the cost of repairing the leak on his own pipework. Finally, I do not consider that the company should pay the customer's legal costs, as it was the customer's own choice to instruct lawyers.



The company does not need to take any further action.

The customer must reply by 22/07/2021 to accept or reject this decision.

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Date of Decision: 24/06/2021

Case Outline

The customer's complaint is that:

• The customer says that he received an unusually large water bill in April 2019. He alerted the company numerous times about this but neither the company nor the water wholesaler, X, fixed the leak. Instead, the company instructed a debtcollector in September 2019. The customer therefore arranged for the leak to be repaired at his own cost in January 2020. • The company then told the customer that it could only process a leak allowance if the leak had been fixed within 30 days of the customer becoming aware of the leak. The customer complains that the company had not told him this during the course of 2019, and it had also not told him that the leak was his responsibility despite the fact that it was outside his property boundary. • The customer is prepared to pay for his water usage in 2019 on the basis of his average water usage in previous invoices. However, he does not believe that he is responsible for the water lost due to the leak. He therefore asks for a readjustment of his water bills and/or compensation in respect of the approximately £10,000 additional water usage that the company has charged to his account. He also asks for an order that the water wholesaler pay the costs of repairing the leak. Finally, he asks for the company to pay his legal fees of £4,320.

The company's response is that:

• The company contests the customer's claim. It explains that it received a high meter reading for the customer's property on 1 February 2019 which it invoiced on 8 February 2019. The customer queried the invoice on 8 April 2019. • Following this, there was some discussion and on 4 July 2019, the company explained to the customer how to do a self-leak test as well as providing the number of the water wholesaler, in case the customer believed that there was a leak that was not his responsibility. On 1 August 2019, the company re-explained to the customer how to do the self-leak test, as the customer had not provided sufficient information about the test that he had done. The company explained that depending on the results of the test, either the leak would be the customer's responsibility, in which case he would have to call a private plumber, or it would be the water wholesaler's responsibility, in which case the customer would have to contact the wholesaler. • When the customer had carried out the self-leak test, the company told him on 2 September 2019 that it believed that the leak was the customer's responsibility and that he should therefore call a plumber. The company says that it repeated this advice a number of times thereafter, given that the

photographs that the customer sent seemed to show that the leak was after the meter chamber. It also provided the customer with a link to Ofwat's website, explaining the position. The company provided the customer with a leakage allowance form on 29 January 2020 and explained the conditions on which he would be entitled to a leakage allowance. It repeated this information in a number of other letters during the course of 2020.

- The company argues that the leak was the responsibility of the customer, and not of the water wholesaler, because the photographs provided by the customer show that it was between the customer's property and the water meter. The company says that even if the leak was not physically on the customer's property, all of the pipework between the customer's property and the stop-tap is the customer's responsibility. The company says, however, that if the customer believed that the leak was the responsibility of the water wholesaler, he should have reported it to the wholesaler in good time, as the company was unable to do this on his behalf.
- The company says that it provided the customer with all relevant information and assistance to allow him to identify and repair the leak. This included advising him a number of times about how to perform a leak test, who was responsible for the leak, how to contact the water wholesaler and how to complete a leakage allowance form. However, the customer did not fill in a leakage allowance form and only contacted the water wholesaler on one occasion, after which he did not follow up.
- The company therefore denies that it should be responsible for paying the cost of repairing the leak, or that a leakage allowance or compensation should be granted. It also does not believe that it should pay the customer's legal fees, because it provided the customer with clear advice and therefore cannot be held responsible for his decision to instruct lawyers.

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. The customer complains about a leak that occurred in around April 2019, that led to him receiving unusually high charges for his water usage during 2019.
2. The customer believes that the leak was the responsibility of the water wholesaler, arguing that the leak occurred on pipework outside of his property. As explained by Ofwat (see <https://www.ofwat.gov.uk/households/supply-and-standards/supply-pipes/>), the responsibility for pipes supplying water is shared between the water wholesaler and the customer. The water wholesaler is responsible for mains, while the property owner is responsible for pipework on his or her own property. Regarding communication pipes between the mains and the customer's property, responsibility is shared. Where a stop-tap has been fitted, the water wholesaler is usually responsible for the pipework up to the stop-tap and the stop-tap itself, whereas the customer is responsible for the pipework thereafter. Although there may be exceptions to this rule, neither party has shown that any exceptions apply in this case.
3. The papers before me do not contain much clear evidence about where exactly the leak occurred. However, the company attached to its defence as "Evidence 1", a set of photographs that it says were sent to it by the customer, showing the excavation and repair of the leak. I can see from these photographs that the leak was on pipework that was between the customer's property and a box which I understand to contain the meter and stop tap. I see that in an email of 16 August 2019, the customer says that when he turned off the stop cock in his building, the leak continued, but when he turned off the water at the "boundary box", the leak stopped. I therefore understand that the boundary box contained a stop tap, and that the leak occurred between that stop tap and the customer's property. I conclude that the leak was on pipework that was the responsibility of the customer and not of the water wholesaler.
4. In these circumstances, it was the customer's responsibility to fix the leak. I therefore cannot order the company or the water wholesaler to pay the cost of repairing the leak (and I note that in any event, I cannot make an order against the water wholesaler, which is not a party to these proceedings).
5. I must also consider whether the company behaved properly in the way it responded to the customer's complaint about the leak. This is because a customer may be able to apply to a water wholesaler for a leakage allowance if the leak is the responsibility of the customer, provided that certain conditions are fulfilled. The customer is only able to make such an application if he repairs the leak in good time after he becomes aware of it, which did not happen in this case.
6. Having considered the papers, I conclude that the company correctly advised

the customer of his options once the customer told it the results of the leak test that he had carried out. The company said that it thought that the leak was the responsibility of the customer (which, as explained above, I consider to be correct). However, it also advised the customer to contact the water wholesaler if he disagreed. Instead of taking steps to fix the leak or to contact the water wholesaler, the customer argued that the company should contact the water wholesaler as he did not have a direct contact with them. He also engaged in prolonged correspondence in which he argued that the leak was not his responsibility.

7. I find that the company's response to this correspondence was reasonable, and I do not find that there were any failings in the service it provided. The company was not in a position to grant a leakage allowance itself - it was only able to advise the customer that he might be able to obtain an allowance from the water wholesaler. Although the customer complains that the company did not advise him about the conditions for this application earlier, I note that when the company did explain this possibility to him (which it did on a number of occasions), the customer still did not make an application for a leakage allowance. I therefore do not consider that the company can be held liable for the fact that the customer did not obtain a leakage allowance.

8. The customer also complains about the fact that the company instructed a debt collector. However, for the reasons set out above, the customer was required to pay for the water consumption as recorded at his meter, and as he did not obtain a leakage allowance, his water charges were not reduced to take account of the leak. The customer refused to pay these charges. I also note that the company subsequently agreed to suspend the debt collection proceedings to allow the customer to investigate the situation. I therefore do not consider that the company behaved unreasonably in respect of the debt collection.

9. In his comments on the Preliminary Decision, the customer makes four additional points, which I address here. Firstly, the customer objects to the finding that he had not completed a leak allowance form, stating that this was because the company did not advise him to do so and to fix the leak within 30 days of the leak being noticed. He therefore did not see the point in completing the form when the company told him about it, given that the time limit for fixing the leak in order to claim a leak allowance had already passed.

10. As set out above, I find that as a matter of fact, the customer did not complete the leak allowance form. While it is correct that the company did not initially advise him that he had the right to make a leak allowance claim, it did advise him that he would need to contact a private plumber to fix the leak. Instead of taking steps to repair the leak or indeed to contact the water wholesaler, the customer instead continued to argue with the company about whether the company itself was

responsible for the leak. I therefore find that the responsibility for a failure to fix the leak within the required 30 days falls on the customer. Although it is true that the company could have advised him of his right to claim a leakage allowance when the customer first contacted it in April 2019, I consider that it is unlikely that this would have changed the customer's position at the time, which was to deny that he needed to fix the leak.

11. Secondly, in his comments, the customer refers to a period of four months (September 2019 to December 2019/January 2020) in which the company and its debt collectors failed to respond to the customer's correspondence. The customer argues that this was a service failing on the part of the company.

12. However, the customer has not given details of what correspondence he says the company failed to address during this period, nor what he did to chase the company. Looking at the timeline supplied by the company, I see that during this period, the company made at least one attempt to telephone the customer without success, and wrote to the customer on 2 September 2019 to say that it considered that the leak was on a private pipeline so the customer should contact a private plumber, then again on 9 January 2020 to say that the debt collection had been placed on hold. I am therefore unable to conclude that there were any service failings in this regard.

13. Thirdly, the customer states that his property is over three acres and that the excavation to discover the leak was therefore not simple. If the company had visited his property sooner, he may have been able to exclude the possibility that the leak was on the company's pipework and so resolve the problem sooner. However, I do not consider that these arguments change the fact that, for the reasons set out above, the leak was on the customer's own pipework, so was his responsibility.

14. Fourthly, the customer considers that I have drawn incorrect conclusions about the location of the leak from the photographs contained in "Evidence 1". He suggests that I or the company should attend his property to re-excavate, in order to properly determine the location of the leak. However, it is not the role of WATRS to conduct evidence gathering investigations of this kind. The customer was free to put forward evidence or documents to show the location of the leak, but he did not do so. He does not explain in his comments on the Preliminary Decision exactly how he thinks I have misinterpreted "Evidence 1" or what different conclusion I should have drawn. I therefore do not consider that the customer's comments change my decision.

15. In conclusion, I do not find that the company should pay compensation or reduce the customer's bills on account of the leak. The customer is also not entitled

to repayment of the cost of repairing the leak on his own pipework. Finally, I do not consider that the company should pay the customer's legal costs, as it was the customer's own choice to instruct lawyers.

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.

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Natasha Peter
Adjudicator