

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XXXX

Date of Decision: 09/06/2021

Party Details

Customer: "The customer"

Company: "The company"

Customer's Representative: "The Representative"

Complaint

The customer claims that the company did not promptly investigate a possible leak on the customer's meter. As a result, the customer's landlord has incurred contractors' costs to investigate the leak, which the company has not refunded. The customer is seeking the company to refund the landlord's contractors' fees of £1,000.00.

Response

The company says it was reasonable and appropriate that some of its services could not take place due to government restrictions surrounding the Covid-19 pandemic. This was not implemented for longer than was necessary and was intended to protect the welfare of its customers and staff. The company was satisfied that the leak was not causing damage to property or a threat to life and consequently was not an emergency and could wait until it was safe for them to attend. Accordingly, there was no need for the customer's landlord to employ his contractors. The company has provided the customer with leak allowances in March 2020 and July 2020 for two separate leaks. Therefore, the customer has not suffered any financial loss, and no further sums are due. 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 the time to identify and repair any defects within its pipework surrounding the customer's property and the customer's landlord's contractor costs. Furthermore, I am satisfied there have been no failings concerning customer service, as the company dealt with the customer's concerns efficiently and appropriately, considering the

circumstances.



The company needs to take no further action.

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

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Case Outline

The customer's complaint is that:

• The company did not promptly undertake an investigation into a possible leak on the customer's meter. • As a result, the customer's landlord has incurred contractors' costs to investigate the leak, which have not been refunded by the company. • The customer is seeking the company to refund the landlord contractors' costs of £1,000.00.

The company's response is that:

• It was reasonable and appropriate that some of its services could not take place due to government restrictions surrounding the Covid-19 pandemic. • This was not implemented for longer than was necessary and was intended to protect the welfare of its customers and staff. • The company was satisfied that the leak was not causing damage to property or a threat to life and consequently was not an emergency and could wait until it was safe for them to attend. • Accordingly, there was no need for the customer's landlord to employ its contractors. • The company has provided the customer with leak allowances in both March 2020 and July 2020 for two separate leaks, and therefore the customer has not suffered any financial loss.

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 any possible leaks and refunding the customer's landlord's contractor costs.
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 22 January 2020, the customer contacted the company as the start reading had been estimated, and the customer wished to provide an accurate reading. The company noted that the usage was high, and a hold was placed on the customer's account for a month, and the customer was asked to double-check the reading.
5. On 27 January 2020, the customer confirmed the previous readings were correct, and a tap test concluded that the meter was spinning. On 12 February 2020, the company attended the property and identified a leak on the privately-owned Communication Pipe. A Leak Notification was issued to the customer's letting agency confirming that it was the owner's responsibility to repair the leak.
6. On 11 and 18 March 2020, the customer confirmed the leak had been repaired and provided two meter readings a week apart. Following this, the company applied a leak allowance of £255.68 to the customer's account.
7. On 10 June 2020, the customer once again contacted the company to advise her water usage remained high and expressed concern that this may indicate another external leak. The company raised an internal investigation for its Water Usage team, and a lock was placed on the customer's account.
8. On 24 June 2020, the customer was advised that due to the restrictions imposed during the lockdown, the company's Water Usage appointments were temporarily suspended. I understand that it was later explained to the customer that visible leaks and flooding remained classified as emergencies, and in these circumstances, investigative visits continued with strict Covid-19 protection

measures in place. However, other non-emergency appointments were placed on hold until the restrictions were lifted. The customer questioned why this would affect external leaks and was advised that the company was aware that there was an internal stop tap, the use of which would have been required during the investigation and repair.

9. In the interim, the customer's landlord arranged for a contractor to investigate and fix the leak. The customer notified the company that she would seek compensation for the loss of water, and the landlord would seek compensation for the contractor's cost.

10. On 5 July 2020, the company attended the area and identified a leak on its pipework by the main gate near the customer's property. A trickling leak was noted at the meter by the main road and repaired by the company on 9 July 2020.

11. On 27 July 2020, the company applied a leak allowance of £43.48 to the customer's account. I understand that the customer was asked to advise her landlord to contact the company directly to discuss his request for reimbursement.

12. Between 27 July and 6 November 2020, various discussions took place between the letting's agent acting on behalf of the customer's landlord, the customer, and the company regarding the landlord's request for reimbursement. The evidence shows that the customer felt the need to instruct a private contractor due to "lack of contact, lack of clarity and an ongoing water leak that they were being charged for", as explained within the customer's correspondence.

13. However, the company believed that the landlord chose to enter a private contractual arrangement with his contractor to investigate a leak at the customer's property without the knowledge or consent of the company. The customer did not refer to any visible water or vulnerabilities at the time the leak was reported, and as such, the company did not consider the incident as an emergency. Within its response, the company says had it been informed of visible leaks or flooding that could cause harm to life or property, it would have classified the incident as an emergency and attended promptly to repair the leak. However, the information provided indicated that attendance at the property could be delayed until restrictions were eased, so there was no need for the landlord to incur any costs.

14. The customer remained unhappy with the company response, and on 6 November 2020, escalated the dispute to CCW to resolve without success. The customer was still of the view that the company should reimburse the landlord, and on 11 March 2021, the customer commenced the WATRS adjudication process.

15. Concerning whether the company investigated the possible leaks on its and the customer's pipework, as stated within the company's defence documents,

investigations took place each time the customer reported an issue resulting in the company identifying a leak on the privately-owned Communication Pipe in the first instance and a leak on its pipework in the second instance. Whilst there were delays in identifying and repairing the second leak, I find that I am satisfied with the company's position that the customer did not refer to any visible water or vulnerabilities at the time the leak was reported, so the incident was not considered as an emergency. Accordingly, I find that due to the COVID-19 lockdown regulations in place, the company was correct in deferring its investigation until after the lockdown measures were lifted. In any event, whilst there was a delay in the repairs, I find that the customer suffered no financial loss as, on each occasion, the company applied a leak allowance to the customer's account. 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 where lockdown measures permitted.

16. Whilst I appreciate the customer's position regarding the landlord's costs, after careful review of the evidence, I find no indication that the company advised that the customer should employ any third party to investigate or attempt to repair the leak. The evidence shows that the landlord chose to investigate a leak at the customer's property without the knowledge or consent of the company. Furthermore, I can find no evidence showing that the company would not investigate or repair any leak. The company's text message advised it would be in contact "soon" to arrange an appointment. The customer reported the second leak on 10 June 2020, and the evidence shows that it was attended to and repaired by the company on 09 July 2020. Considering the above and after careful analysis of the correspondence and evidence, I am satisfied the company has not failed to provide its customer services to the customer to the standard to be reasonably expected by the average person investigating any possible leaks and refunding the customer's landlord's contractor costs. Accordingly, I find that the company does not need to reimburse the landlord his contractor costs.

17. 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 there was a delay due to lockdown in its investigations and repair of the leak. Furthermore, reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances.

18. The customer has provided comments on the Preliminary Decision with regard to the Landlord costs and the need to at least reimburse him, if not the full amount. As above, I am satisfied the company has not failed to provide its services to the customer to the standard to be reasonably expected concerning refunding the

customer's landlord's contractor costs and I find the customer comments do not change my decision.

19. In light of the above, I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, concerning the time to identify and repair any defects within its pipework surrounding the customer's property and the customer's landlord's contractor costs. Furthermore, I am satisfied there have been no failings concerning customer service, as the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances.

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