

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX52

Date of Decision: 24/07/2021

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer has a dispute with the company regarding the repair of a leaking pipe located in her garden. The customer says that she contacted the company in July 2020 to complain of the leaking pipe, but it refused to assist her, saying the pipe was her private asset. The customer states that the leaking pipe damaged her garage and contents within. The customer claims that despite ongoing discussions with the company and the involvement of CCW the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to pay her compensation in the amount of £10,000.00.

Response

The company acknowledges that the customer notified it of a leaking pipe on her property but insists that the pipe was the responsibility of the two householders served by the pipe. The company says the householder did not repair the pipe and it was subsequently forced under its statutory duty to fix the leak when water commenced to flow across the adjacent road causing a hazard to vehicular and pedestrian traffic. The company records that as a gesture of goodwill it did not charge the customer for the repair works to her asset. The company has not made any offer of settlement to the customer and declines to pay compensation.

Findings

I am satisfied that the leak was located on a section of pipe that was not a company asset. Thus, the company was not responsible for repairing the pipe nor was liable for the damages caused by the leaking water. I find there is insufficient evidence to justify the customer's claim. Thus, I find that the claim does not stand, and the customer is not due compensation

from the company. Overall, I find that the company has not failed to provide its services to a reasonable level nor has failed to manage the customer's account to the level to be reasonably expected by the average person.



The company does not need to take further action.

The customer must reply by 23/08/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- She has experienced an ongoing dispute with the company concerning issues with a leaking pipe at her property that the company refused for several months to repair. The customer says the leak has caused damage to her property and contents within. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- She is the owner of the property known as **XX**, and shares a water supply with her direct neighbour at a property known as **XX**.
- In 2017 the company fitted a stop-tap in the road verge adjacent to her property.
- In 2019 the company installed a separate supply pipe to the neighbouring property but left the redundant section of pipe lying in her garden.
- In July 2020 the redundant section of pipe began to leak. The customer says she contacted the company several times between July and November 2020 to complain about the leak and requested the company to repair or remove the pipe.
- The company refused to repair the pipe stating that it was a leak on a private supply and was not its responsibility. The customer claims that the company sent her a strongly worded e-mail on 21 August 2020 confirming its position.
- The leak has caused damage to her garage and items of equipment stored inside it.
- That in mid-December 2020, the company issued a waste water notice to her stating that she must repair the leak or it would enter her property to do the work and she would be liable for the costs.
- She did not repair the leak as she believes the pipe is not her asset and that in January 2021 the company entered her property and made the repairs.
- Believing the company had not properly addressed her concerns the customer, on 18 September 2020, escalated her complaint to CCWater who took up the dispute with the company on her behalf.
- CCWater contacted the company on 20 October 2020 and requested to receive a detailed explanation of its position and actions in respect of dealing with the customer's complaints.
- Correspondence was ongoing between herself, the company, and CCWater, over the next several months. However, on 05 February 2021 CCWater confirmed to her that the company would not change its position that the leak was on a private pipe and that it was not responsible to repair the leak or to compensate for any damage caused by the leak.
- CCWater confirmed that it could not take any further steps to alter the position of the company and was closing her complaint.
- The customer says that despite the intervention of CCWater, the dispute is ongoing, and the company has not changed its position and CCWater are unable to obtain a resolution between the parties. The customer remains dissatisfied with the

response of the company and has, on 22 May 2021, referred the matter to the WATRS Scheme where she requests that the company be directed to pay her the sum of £10,000.00 in compensation.

The company's response is that:

- It provided its response to the claim on 17 June 2021.
- It confirms that external stop-tap is located outside the boundary of the two neighbouring properties. It also confirms that it is a company asset and that it is responsible for maintenance and repair of the pipe network up to and including the stop tap.
- The responsibility for the water supply pipework on the customer side of the stop-tap rests jointly with the two landowners.
- On 30 July 2020 the customer advised of a leakage, but the company was unable to contact her to confirm details. Similarly, on 16 August 2020 the customer contacted it again to report a leakage but when the company attended the customer would not permit access to the property.
- Again, in September 2020 the customer complained of a leak but, as before, would not permit access to her property to company technicians.
- In November 2020 it became aware that water was running across the road adjacent to the customer's property. The company says that it attempted on numerous occasions to gain access to the property to locate and remedy the leak but was continually denied access by the customer.
- As it had a statutory responsibility to repair all leaks, and because of the continued denial of access, it raised a Waste Water Notice on 11 December 2020 along with Notice of Entry to allow it to access the property should the customer again be uncooperative.
- On 11 January 2021 it entered the customer's property and repaired the leak. Although it was not located on a company asset and was the responsibility of the customer, the company undertook the work without charge.
- In summary, it confirms its position that it is not liable to pay compensation to the customer because the leak was not on any of its assets, and therefore it was not responsible for any damage to the customer's garage or garage contents.
- It believes that the customer would be better served by contacting her insurance company over the purported damage.
- It does not accept to pay compensation to the customer as requested in her application to WATRS. The customer's comments on the company's response are that: • On or around 24 June 2021, the customer submitted comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced. the Water Industry Act 1991, • The customer states that she does not accept any of the arguments put forward by the company. She reiterates her belief that the company had a duty to repair the leak when she first complained of it.

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 dispute relates to the customer's dissatisfaction that the company did not quickly repair a water leak she had reported to it, and the delay led to damage to her garage wall and the contents of the garage.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I take note that the company has made reference to a previous case referred to the WATRS Scheme by the customer in March 2018. I can see that the company has claimed that the customer's complaints under the current application to WATRS are simply an extension of the previous case.
4. I have examined the documents submitted in respect of the previous case and compared them to the submissions in respect of the current application. I am satisfied that the matters currently under complaint by the customer refer to issues that have arisen since the time of the previous WATRS decision in March 2018. I shall proceed accordingly to review only the matters raised by the customer's contact to the company dated 30 July 2020.
5. It seems to me that this dispute can be distilled down to the question :- which party allowed the leaking pipe to remain unrepaired for a period of approximately five months.
6. The customer first contacted the company on 30 July 2020 to report a leak to a pipe located adjacent to her property. The customer claims that the pipe did not belong to her and thus it was not her responsibility to repair the leak.

7. The company says it made several attempts to contact the customer to arrange to have its technicians attend the property to investigate the leak. The company says it was unable to contact the customer and consequently closed the case.
8. Then on 16 August 2020 the customer again notified a water leak, and the company visited the property, but the customer denied access. This scenario was repeated the following month, September 2020.
9. In her comments dated 24 June 2020, on the company's response
redacted.
10. The company has stated that it became aware in November 2020 that water was running across the road adjacent to the customer's property and that it again attempted to contact the customer but without success.
11. I am aware that in terms of the Water Industry Act 1991 the company has a statutory responsibility to prevent and repair leaks. I am satisfied that the company acted reasonably and correctly in raising a Waste Water Notice on 11 December 2020 along with Notice of Entry such that it could access the customer's property should she continue to deny the company access to the damaged section of pipe.
12. I can see that the parties agree that the company repaired the leaking pipe in January 2021.
13. The customer has acknowledged that in 2017 the company placed an external stop-tap in the road verge adjacent to the two properties. The company has shown in its response paper at paragraph 44 that this stop-tap is located at Box A.
14. The company states that it is responsible for the pipe from the mains located in the road to Box A and for the stop-cock itself. The supply pipe from Box A to both properties is jointly and severally the responsibility of the two householders. The company has shown that the leak it repaired is on the supply pipe located on the customer's side of Box A.
15. The customer has not presented any information to show that the company's description is inaccurate in any way. Thus, I am satisfied that the customer has not established, on a balance of probabilities, that the broken section of pipe was located on a company asset. Therefore, I find that the responsibility for repairing the leak remained with the two landowners.
16. I further note that the company, as a gesture of goodwill, declined to have the customer pay for the repair works even though it was her responsibility to do so.

Again, I find this to be reasonable on the part of the company.

17. As I have found that the customer was at all times responsible to have the leaking pipe repaired, it follows that I find no act or omission on the part of the company was the cause of the damage to the customer's garage or the personal effects located therein.

18. I find that the customer's claim for compensation for the damage does not stand, and I shall not direct that the company pay compensation as requested by the customer in her application to the WATRS Scheme.

19. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person.

Preliminary Decision

- The Preliminary Decision was issued to the parties on 09 July 2021.
- The company submitted its response to the Preliminary Decision on 20 July 2021.
- The company confirmed that it had no comments on the Preliminary Decision.
- On 10 July 2021, the customer submitted comments on the Preliminary Decision.
- The customer repeats her earlier position that the leaking pipe was not her responsibility and was a company asset. Thus, it was its responsibility to repair, especially as the pipe did not serve either of the two properties.
- Having read the comments of both parties I am satisfied that amendments to the Preliminary Decision are not required.

Outcome

1. The company does not need to take 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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Peter Sansom
Adjudicator