

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X469

Date of Decision: 03/08/2021

Party Details

Customer:

Company:

Complaint

The customer received a legal notice from the company stating that there was a private leak on the water supply that is shared between numbers REDACTED and that the company retained the right to prosecute if the leak was not repaired. After investigations failed to find an internal leak at any of the properties, the external pipework was replaced and the expense was shared between numbers REDACTED equally. However, the company then discovered that the shared supply was actually between numbers REDACTED. As no internal leak investigation was carried out at number REDACTED, it is possible that there was an internal leak at this property instead of a leak on the shared external pipework. The company paid half the cost of the new supply, but as the work may have been unnecessary, the customer wants the company to pay the full cost and claims a further £REDACTED9.20.

Response

The company is not responsible for locating leaks on private pipework or identifying properties on a shared supply. However, the company discovered a private leak and, to assist the householders, it investigated whether the leak was internal or external. The company was unable to confirm that number REDACTED was on the shared supply at first and it accepts that this may have led the customer to believe it was not. Later investigations confirmed that number REDACTED was on the shared supply and did not have an internal leak. As a gesture of goodwill, the company has already paid half the cost of replacing the leaking shared supply and denies responsibility to provide further compensation to the customer.

The company has not made an offer of settlement.

necessary in order to enforce the decision.
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Findings

I accept that the company is not responsible for identifying properties on a shared supply and that, ultimately, the responsibility rests with a homeowner to establish who they share a water supply with. In any event, there is no evidence to suggest that there was an internal leak at number REDACTED and, on the balance of probabilities, I find that there was an external leak on the shared supply pipe and, therefore, the repair works were necessary. In view of this, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer and the customer's claim does not succeed.

Outcome

The company does not need to take any further action.

The customer must reply by 01/09/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• He received a legal notice from the company stating that there was a private leak on the water supply shared between numbers REDACTED and that the company retained the right to prosecute if the leak was not fixed. This felt threatening and, therefore, the letter was taken very seriously. • The company advised that it would be better to replace rather than repair the pipework and, therefore, this work was carried out and the expense was shared equally between numbers REDACTED. • However, it was then discovered that the shared supply was actually between numbers REDACTED to REDACTED. • Before the work was carried out, the company conducted internal investigations at each property on the shared supply to rule out internal leaks. As the company missed number REDACTED off the list of properties on the shared supply, it did not investigate whether the problem was caused by an internal leak at that property. If there was a leak at number REDACTED instead of a leak on the external pipework, the customer and his neighbours unnecessarily replaced the pipework and unnecessarily paid £1,478.40 each for the work. • The quality of the company's leak detection process is also called into question by its belief that number REDACTED was on the shared supply when it was not. The average person would assume that before the company threatens specific properties with legal action, it would establish exactly which properties share the pipework and do the correct investigations at these properties. • The company has not provided any evidence to show that the previous tenants, landlord or letting agency of number REDACTED did not fix an internal leak before the company identified that the property was on the shared supply. Therefore, an internal leak at number REDACTED, fixed before the company got involved, cannot be ruled out. • The company has apologised for the poor information and paid a 50% contribution to the property owners involved. However, the customer is not satisfied with the company's response and would like all of his costs reimbursed. • Following the company's contribution, the customer has paid £REDACTED9.20 and he would like the company to compensate him in this amount.

The company's response is that:

• Its responsibility for any water mains, pipes and valves ends at the outside stop valve. Therefore, any water pipes or valves after the outside stop valve are privately owned. It has no responsibility for tracing leaks on private pipework or carrying out any repairs. However, it does have a duty to confirm whether a leak is present on the supply and to ensure that the repair is carried out. • The customer's property is served by a private

shared water supply pipe. In April 2019, it proved there was a leak on this private pipework and the leak was running at one litre every forty seconds. Therefore, it needed to inform the occupiers of the properties on the shared supply that there was a leak and make sure they fixed it. • It does not hold any records or mapping about private supplies to confirm who is served by private pipes; this information is available to those served by the private pipework in their title deeds. Therefore, it tried to establish which properties were served by the supply but due to problems with access, it could only determine that numbers REDACTED were definitely served by the shared supply. • As part of its Customer Side Leak Policy, it offers a free leak detection and repair service. However, although shared water supplies can be repaired under the policy, this particular shared supply did not qualify because it runs underneath a house.

• Therefore, it advised the residents of REDACTED that under the provisions of Section REDACTED of the Water Industry Act 1991, it was their responsibility to have their private water supply pipe repaired at their cost, and failure to do so would mean it would use Section 75 of the Water Industry Act 1991 to enforce the repair if necessary. • Once the customer was informed about the leak on their shared supply, the customer and his neighbours had a choice between a new supply pipe or a spot repair. They chose a new supply pipe and new fixtures and fittings. It has no interest in how they go about the repair, or who pays for it, it simply needs to know that the repair has been carried out to comply with the Water Industry Act 1991 and its obligation to make sure water is not wasted. • The customer alleges, without providing any supporting evidence, that because it was unable to prove that number REDACTED was on the shared pipe, there might have been a leak inside that property and, if there was a leak, he and his neighbours have needlessly paid for a new supply. • It accepts that it was not able to confirm or eliminate number REDACTED at first and, by excluding that property from its communications with the householders, they made the assumption that the property was not attached to their private supply. The householders subsequently passed on information to their private contractors which excluded number REDACTED and because of this, their contractors did not check the information was correct and did not include that property in the replacement water service pipe. However, as above, the householders served by this private shared water supply should have known who was joined to it. • After the repair was carried out, new tenants moved into number REDACTED and complained that the property had no water supply. It remedied this problem and, as part of the works, it tested for internal leaks but none were found. Therefore, it is confident that the shared supply had a leak and not number REDACTED. • Even though it had no responsibility for locating the leak or finding out who was on the shared supply, and number REDACTED did not have an internal leak, as a goodwill gesture, it gave each of the householders 50% of the money they paid for the new supply. • The customer and his neighbours have received a brand new private water supply pipe and it is only fair that they pay the remaining 50% of the cost of this work. Therefore, responsibility to provide further compensation to the customer is denied.

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. Having reviewed the evidence provided by the parties, I find nothing to suggest that there was an internal leak at number REDACTED before or after the company got involved and, on the balance of probabilities, I find that there was an external leak on the shared supply pipe and, therefore, the repair works were necessary. I accept that the company is not responsible to pay for repairs on private pipework and that the customer and his neighbours rightly shared the costs involved.
2. The evidence shows that the customer and his neighbours reasonably assumed that number REDACTED was not on the shared supply because the company excluded it from its list of properties that were on the shared supply in its communications. However, as the evidence does not show that there was an internal leak at number REDACTED, and the company has already contributed half the cost of the new supply, I do not find that the customer was disadvantaged by this in any way. In any event, I accept that the company is not responsible for identifying properties on a shared supply and that, ultimately, the responsibility rests with a homeowner to establish who they share a water supply with.
3. In view of the above, I do not find that the company failed to provide its service to the standard reasonably expected by the average customer. I understand that the customer will be disappointed by my decision, but the customer's claim does not succeed.

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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Kate Wilks
Adjudicator