

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X492

Date of Decision: 10/08/2021

#### Party Details

Customer:

Company:

#### Complaint

The customer says that she has insufficient water pressure at her property to provide the level of sanitation that she requires. This is especially distressing because she is a person of limited means and the cost of making a new connection to the company's mains supply at a different location is substantial. The customer also argues that the company misrepresented the location of the services at the time that she purchased her property. The customer says therefore that she should receive practical action and/or compensation. The customer says that the company should pay her to run pipework to the main at the front of the house as the Water and Drainage search map had indicated and should also compensate her for the suffering the company has caused. The customer says that she paid the top amount for her house, thinking it required no major work. The customer asks for compensation of £10,000.00.

#### Response

The company says that this dispute is precluded by the WATRS Scheme rules because it is a matter to be determined by Ofwat and is frivolous and vexatious. The pipe serving the customer's house is a shared service pipe which is in poor condition for which the company is not responsible. The water pressure at the final point of the communication pipe has been tested on several occasions and is within legal requirements. Moreover, the Water and Drainage search supplied by an arm of the company was intended to locate the company's pipes and not private service pipes, the whereabouts of which the company does not know.

The company explains that the test that is used for the water pressure at

## Findings

the boundary box must take into account the number of properties that are served by water from that point. The company's documentation shows that this has been estimated in a range from "approximately 10" to 5. On 25 June 2021, the water pressure was only just sufficient and the test envisaged 5 properties on the shared pipe. It is not clear whether this is accurate. The company's decision that the tests show no problem is therefore flawed. An average customer would expect a company to investigate this issue and to be clear about the outcome. Although the customer would need to approach Ofwat to address any changes to the company's systems or networks, the adequacy of investigation of a complaint is concerned with customer service and can be considered under WATRS. Redress can therefore be directed in this respect. The evidence does not show that the company is liable in relation to the Water and Drainage search.

## Outcome

The company shall:

1. Unless it has already replaced the supply pipe in issue in this case or taken other remedial steps to increase the water pressure, the company shall take such steps as are necessary to calculate precisely the number of properties that are currently served by the customer's service pipe and shall on two separate occasions at least 14 days apart, test the pressure at the stop tap in the communication pipe affecting the customer's property.
2. Communicate its findings to the customer in writing within 14 days of each reading.
3. Pay compensation of £150.00 to the customer.

The customer must reply by 08/09/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X492

**Date of Decision:** 10/08/2021

## Case Outline

### **The customer's complaint is that:**

• The customer says that she bought her house in November 2020. • Immediately, the customer found that she was not able to have a shower without the water running cold up to five times and she has problems washing up and washing her face. These problems are due to not having sufficient water pressure to work her boiler. There is nothing wrong with the boiler – she had that checked in May 2021. • The customer called the company in December 2020 and when the technician attended at her house, the customer was told that she had a shared supply to the back of her house. • The company said that it provided enough water at the end of her street and that because she has a shared pipe, this is the end of the company's obligation. • From January 2021 the customer noticed a horrible smell in her back yard by the drain. In March 2021 the customer noticed sewage in her drain. She called the company and they found over a metre of sewage under the manhole. She was told that this was due to insufficient water pushing the sewage through the pipes. • This has affected her mental wellbeing. The customer feels as though she is camping in her own house because she does not have sufficient water. Also, the customer says that the information from her solicitor relating to the Water and Drainage search showed that the supply was from the front of the house, which was misinformation from the company. • The Consumer Council for Water (CCWater) has told the customer that the company will not take responsibility for this issue as they say they just have the details that are given to them. The customer has written to her MP but he has had the same response as she and CCWater have received. • The customer is concerned that this issue will affect the price of her property. She is living on a small pension and cannot afford to remedy this as she spent her money on her house without knowing it had this problem. • The customer would like her own water pipe that supplies water to run basic amenities. A plumber has quoted £7000.00 to run new pipework, install a new shower and maybe a water tank with new taps and pipes in bathroom and kitchen. The customer says that the company should pay her to redo her pipework to run the water to the front of the house as the search map indicated and should also compensate her for the suffering the company has caused. The customer says that she paid the top amount for her house, thinking it had no major work that needed doing. The customer asks for compensation of £10,000.00.

### **The company's response is that:**

• The company says that under rules 3.4 and 3.5 of the WATRS Scheme rules, the adjudicator should decline jurisdiction because this is a matter that should be referred to Ofwat and/or is frivolous and vexatious. • The company explains that it is responsible for the water mains in the ground and normally the pipe from the mains until it reaches the boundary of a customer's property. This part of the pipe is known as the communication pipe. Most properties have an underground stop tap at the boundary and the company's pipe ends at the stop tap. The company is responsible for the stop tap and keeping this in good condition. The rest of the pipe taking the water into the customer's property is known as the service pipe and it is the customer's responsibility to keep this pipe work in good condition. The company does not keep a record of private pipework, as such the service pipe that serves the customer's property is not identified on the company's systems. According to Ofwat's Guidelines on supply standards, which are available on their website, if a company stop tap has been fitted, this will normally mark the end of the pipework that is the responsibility of the company. • The customer's property is served by a shared supply pipe beyond the stop tap which also serves five other properties, with the customer's property being on the end of the private supply pipe. As the customer is at the end of the supply this means that if other properties on the private supply pipe are using their water the customer's pressure is adversely affected. The company is not, however, responsible for and is not required to assume responsibility for the service pipe running from the property to the water main up to the stopcock. • The obligation on the Company to provide a minimum level of water pressure is set out in the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 (the Regulations). These Regulations are accompanied by the Guaranteed Standards Scheme guidance (GSS Guidance) provided by Ofwat. The pressure standard is called a level of service indicator (known as DG2). This measures the number of properties at risk of experiencing water pressure below the standard. The company's liability is limited, however, to the pressure at the stop tap before the service pipe. Low pressure may entitle a customer to a Guaranteed Service Standard payment. This information is further entrenched in Section 8 of the Code. On page 10 and 45 of the Code it states: "If your water pressure falls substantially below normal, please let us know. We will first check whether this is due to an operational fault, for example a burst main. If not, we will carry out further checks using pressure loggers. If we identify a pressure level in the communication pipe below seven metres static head for at least an hour on two separate occasions within a 28-day period we will give you a £25 payment. Claims for low pressure must be made in writing within three months of the last of the two occasions and can only be made once in a 12-month period." • Ofwat has further provided guidance with regards to water pressure standards for properties on shared supplies. • The company confirms that on 28 November 2019, prior to the customer purchasing the property, the company carried out pressure and flow checks at the shared external stop tap. It was found to be supplying pressure above its legal obligations of 27 litres per minute at 10mhd for the number of properties being

supplied. The previous owner was fully aware of the position with regard to the water pressure at the property, as the company had advised him that a new connection would be required to eliminate any pressure issues.

- In relation to its dealings with the customer, the company says:
  - o The Customer first contacted the company on or around 27 November 2020 regarding low water pressure. On 1 December 2020, the Company attended the Property and met the Customer on site and explained that she was on a shared supply with 7 other properties.
  - o The company carried out pressure and flow checks at the shared external stop tap. Static pressure was 22mhd, flow was 40 litres per minute, working pressure at 27 litres per minute was 11mhd, working pressure at 40 litres per minute was 10mhd. The company states that this is above the company's legal obligations of 27 litres per minute at 10mhd for the number of properties being supplied.
  - o On 20 February 2021, the customer again contacted the company regarding low water pressure. The company attended the property on 25 February 2021 and carried out further pressure and flow checks at the shared external stop-tap, again the pressure was above the Company's legal obligations. The company advised that the issue was with her private supply pipe and was not the company's responsibility. The company discussed the issue and offered some alternative options for the customer such as a cold-water storage tank in the loft or a new connection to the adjacent main at the front to solve the issue. If the customer requires a new connection this is a payable service for which she would be responsible.
  - o On 24 June 2021, the company received another complaint regarding the water pressure at the property. The company attended on 25 June 2021. Pressure and flow checks at the shared external stop tap showed that the company was supplying pressure in accordance with its legal obligations; the pressure was just enough for the number of properties. The company reiterated that she may want to consider having her own supply (new connection).
  - o In April and May 2021, the company attended the customer's complaint of a blockage in her sewer. Although the sewer was a private pipe, the company tried to help the customer to clear this and jittered and took CCTV images inside the pipe. It found that the issue was caused by poor flow and thick porridge the full length of the sewer. The company denies that it is supplying flow at an inadequate pressure as outlined above. Further the company is not responsible for the content of the sewer.
  - o Following a further complaint on 1 July 2021, the company again attended the property and carried out further flow and water pressure checks, the results of which were 2 bar static pressure, 1 bar of pressure whilst working with 30 lpm and a max flow of 45 lpm with no pressure. The company was thus complying with its legal obligations.
- On all occasions the company has carried out all the necessary checks and have found the customer's water pressure to be over and above the minimum level of service required, therefore the company is providing its service in accordance with its legal obligations.
- As for the Water and Drainage Search, the company denies that it provided misinformation and mis-sold the customer's property. The Company does not know nor is it expected to know the location of a customer's

private pipework. Whilst the customer is correct that a plan was provided by redacted (a section of the company) pursuant to its obligations under the Water Industry Act 1991 (sections 198 or 199), the information on the plan is based on data currently recorded but the position must be regarded as approximate. Services pipes, private sewers and drains are generally not shown. Users of the map are strongly advised to commission their own survey of the area. The map is to be used for the purposes of viewing the location of the company's plant only. As such the company denies it is responsible for any misinformation and the customer's private pipework would not be shown on the map.

### 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.

I have also taken into account the customer's late-submitted comments on my Preliminary Decision. The company did not comment on my Preliminary Decision.

### How was this decision reached?

1. At the heart of this case is the customer's concern that she has insufficient water pressure at her property to provide the level of sanitation that she requires. This is especially distressing because she is a person of limited means and the cost of making a new connection to the company's mains supply at a different location is substantial. The customer therefore argues that the company is required to assist her as to this and also she argues that the company misrepresented the location of the services at the time that she purchased her property. The customer says therefore that she should receive practical action and/or compensation. In her comments on my Preliminary Decision, the customer renewed her request for compensation of £2000.00 for the distress and inconvenience that she has suffered

as a consequence of lack of sufficient water, which she has described in some detail.

2. I find that the customer's evidence shows that she does not receive an adequate water pressure at many times of the day. This is a concern, I find, that is either frivolous or vexatious as suggested by the company. I empathise, with the position in which the customer finds herself, but it does not follow from this that the customer has shown that she is entitled to the remedies that she asks for. I am mindful of the following matters:

- The company has submitted evidence, which I accept, that the customer's property is at the end of a number of houses sharing a supply from a pipe that lies beyond the company's external stop tap. The company has also submitted evidence that the problem of lack of water pressure at the customer's address has been known to the householder (at first to the previous owner) since at least November 2019 when an investigation was carried out by the company and the previous owner was advised that it is probable that old pipework is restricting flow along the service pipe although the water pressure at the stop tap was compliant with requirements. The company has similarly submitted evidence that on the several occasions during the customer's occupation of the property when the customer has asked the company to test the water pressure, the company has carried out testing at the stop tap and has concluded that the pressure has been compliant with requirements.

- The company explains that it is responsible for the mains and also normally for the pipe from the mains until it reaches the boundary of a customer's property (the communication pipe). Most properties have an underground stop tap at the boundary and the company's pipe ends at the stop tap. The company has submitted evidence that in this case, however, the stop tap leads into a shared pipe serving a number of properties (although the precise number is described differently in the documentation) and the company therefore says that the pipe in question is a service pipe. The customer has not put forward evidence to show that the pipe in question is not a service pipe. Nor is the mere fact that the customer shares a supply pipe enough to mean that the pipework is a public pipe. I therefore accept the company's submission that the pipe in question is a service pipe that is not the company's responsibility.

- There is no requirement to maintain the water pressure in a private service pipe. The Ofwat Guide to Water Pressure also explains this position:

"For some customers, the problem is caused by sharing a supply pipe from the water main. This can be a problem if the pipe is too small; in poor condition; or if customers sharing a supply frequently use water at the same time. Householders

are responsible for the supply pipe from their property to the external stop tap.”

- Similarly, Ofwat’s Guidance on Properties at risk of receiving low pressure points out that companies are not liable for private pipework:

“These criteria are not intended to extend the company's responsibility to solving problems caused by deficiencies in customers'pipes. Its aim is to ensure that there is a proper recognition of pressure and flow problems which affect properties sharing common services, where there is a deficiency in the part of the apparatus which is the company's responsibility (e.g. an undersized communication pipe which is unable to provide sufficient flow).”

- Accordingly, I find that an average customer would not reasonably expect the company to assume responsibility for pipework that is privately owned and not part of its own assets.

3. As for whether the company should be required to take steps to increase the water pressure at the boundary box, I note that the customer says that the water pressure reaches only minimum requirements in x St and the company’s submission accepts that this was the case on one occasion on 25 June 2021.

4. However, the company has put forward detailed evidence that the pressure standard that the company is required to reach at the stop tap must be calculated by reference to the number of households that share the water supply after that point.

5. I am not satisfied on the basis of the evidence that has been submitted to that the company has correctly performed the testing for the water pressure at the boundary box. This is because there are, even on the basis of the company’s evidence, discrepancies as to the number of properties that are connected to the pipe and therefore the test information is, I find, unreliable. For example:

- On 4 December 2019, the supply pipe was described by the company’s agents as serving “approximately 10” properties.
- On 27 November 2020, the test report refers both to 7 connected properties and to there being 5 properties “on the supply”.
- On 27 November 2020, the test report refers to the customer sharing the supply with 7 other properties (which would mean that there were 8 properties attached) although the test appears to have been carried out as though the supply served 7 properties.
- On 20 February 2021, the supply was said to supply the customer and “five other properties” which would make the supply to 6 properties.

- On 25 June 2021, the test report stated:

“arrived on site took pressure from bb which feeds 5 properties at .8 bar receive a flow of 20lpm working at bar receive a flow of 25lpm this is just enough pressure for this amount of properties.”

I also note that the company’s response speaks of there being both six and seven connections on the shared pipe.

6. In the customer’s comments on my Preliminary Decision, the customer says that there are nine properties that share the pipe. She also refers to some events that have occurred after my Preliminary Decision was issued. I note that rule 5.5.3 states that the customer may “highlight factual inaccuracies and errors in law in the Preliminary Decision, as well as submit additional evidence relating to points already raised in the case”. The customer says that the company is now (since the Preliminary Decision) undertaking work to the pipe at the back of her house because it has been confirmed that the property is shared with another 9 dwellings. Nine dwellings means, she says, that the whole time she has been resident, she has not received enough water. She says that this work is too late for her to benefit from as on Tuesday 10th August 2021, she is having a new water connection at the front of the house at a cost of £1,680.00.

7. I am mindful that the company has not had an opportunity to reply to this additional evidence, and I do not take this as indicating either that the company has accepted responsibility for ownership of the pipe or that the company has acknowledged that the customer has had insufficient water pressure.

8. I am mindful also that it may be that the number of properties served by the pipe have reduced because other customers have also made a connection to the mains, but this has not been explained by the company and, had this occurred, it would have been expected to have led to an increase in the customer’s water pressure, which has not occurred. I find that it follows, nonetheless, that if in fact on 25 June 2021 there were, 6, 7, 8 or “approximately 10” properties served by the pipe, as previously thought by the company, or nine as alleged by the customer. the water pressure on that date would have been insufficient and would have fallen below the expected standard. This would in turn would raise a question about the frequency with which this situation occurs.

9. It also follows from the company’s submission that, although the company is not required to know of or plot the location of private pipework, the company must be able to ascertain the number of affected properties on a supply pipe in order correctly to be able to calculate the adequacy of the water pressure at the stop tap.

10. On balance, therefore, I find that if the company is in fact supplying water at the boundary box with a water pressure that equals or exceeds the minimum requirement, the company will have met the service standards that would reasonably be expected – namely that the company would comply with the regulatory minimum standard.

11. On the other hand, I find that the company's expressed uncertainty about the number of connections to the supply pipe is a matter that does not meet the expectations that an average customer would have in this situation, especially as the company has been called out to test the pipe on a number of occasions. The poor state of the customer's water pressure has, however, put the company on notice that there is a potential problem with the water pressure and I find that this needs further investigation by the company in order to ascertain the precise number of properties now served by the pipe.

12. If the customer is correct about the number of connections to the supply pipe, the company may not have met the minimum pressure standard. This would mean that the customer may, in the future, be eligible for a Guaranteed Service Standard payment as explained in the company's submissions. She is not eligible for this today, however, because she has not proved a lack of sufficient pressure at the stop tap on two occasions within a 28-day period.

13. I make clear, moreover, that if the pressure is insufficient, the WATRS process also does not permit me to direct that the company shall take any remedial action. This is because the obligation of the company to develop and maintain an efficient and economical system of water supply within its area and to ensure that all actions as are necessary to meet its obligations (including as to Guaranteed Service Standards) are matters that are reserved to Ofwat by section 37 of the Water Industry Act 1991. Accordingly, resolution of this issue is precluded by rule 4.3 of the WATRS Scheme rules.

14. I do find, however, that I have jurisdiction to consider whether the reasoning and decision-making of the company meets reasonable expectations because this is part of the company's customer service and therefore within the scope of the WATRS Scheme rules. For the reasons explained above, I find that the company has not directed its mind to the need to be clear about the number of properties connected to the service pipe.

15. I therefore direct that the company shall take such steps as are necessary to calculate precisely the number of properties that are currently served by the customer's service pipe and, if this has not been overtaken by the company's decision to replace the supply pipe or take other remedial steps, it shall on two separate occasions at least 14 days apart, test the sufficiency of the pressure at

the stop tap at the communication pipe affecting the customer's property. As an average customer would reasonably expect to be given this information, I further direct that the outcome shall be communicated to the customer in writing.

16. As the company has no responsibility for the existing service pipe, I do not direct that the company shall renew the service pipe or any part of the customer's domestic pipework or plumbing fittings, and nor is the company liable to pay for this.

17. I also note that the customer has experienced inconvenience and distress. I do not direct compensation for absence of adequate water pressure, however, because this is, as yet, unproven and, in any event, is covered by the company's obligation under the Guaranteed Service Scheme. I do direct, however, that the company shall compensate the customer for its failure to make the situation affecting the pipe clear, with the consequence that the customer has had to engage in correspondence and in due course enlist the assistance of two councillors and her MP. In my Preliminary Decision, I reached a finding that a fair and reasonable sum for compensation limited to this issue is £50.00. I have, however, reconsidered this in the light of the submissions made by the customer. Although I do not compensate the customer for the distress that she has experienced through lack of water pressure (due to the Guaranteed Service Scheme) and therefore do not make the award of £2,000.00 compensation that the customer requests, I do find that customer's inconvenience and distress through lack of water has been supplemented by the additional distress and inconvenience of having to address the company's refusals to take action based on potentially incorrect calculations. In the light of my reconsideration, I find that a sum of £150.00 is fair and reasonable.

18. As for the customer's complaint that she was advised by the company that her water supply was provided from the stop tap at the front of her house, the documents submitted by the customer do not state that this is what the customer was told. The customer says that she was shown by a company employee that her water would come from the front of the house, but she has not submitted supporting evidence for this. The plan that the customer has submitted that she says she received from redacted as part of the conveyancing process shows the location of water mains, including that a main runs along x St in close proximity to her home but does not show the location of the private supply pipes and does not show that her home is connected to that main. I note as well that customers are advised not to rely only on the plan before undertaking any work and that no liability is accepted for inaccuracy.

19. I am not satisfied that an average customer would reasonably understand from the search that the customer was to understand that her home was connected to the main at the front of the property, although, plainly, this may have been the

case.

20. I do not direct that the company is required to take any further action in relation to the Water and Drainage information given to the customer's solicitor as part of the conveyancing process.

### Outcome

1. The company shall:

1. Unless it has already replaced the supply pipe in issue in this case or taken other remedial steps to increase the water pressure, the company shall take such steps as are necessary to calculate precisely the number of properties that are currently served by the customer's service pipe and shall on two separate occasions at least 14 days apart, test the pressure at the stop tap in the communication pipe affecting the customer's property.
2. Communicate its findings to the customer in writing within 14 days of each reading.
3. Pay compensation of £150.00 to the customer.

### 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.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

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**Claire Andrews**  
**Adjudicator**