

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X510

Date of Decision: 18/08/2021

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding responsibility for the maintenance and repair of the supply pipework to his and neighbouring properties. The customer states that the pipework leaks but that the company installed a new stop tap in a nearby road in order to avoid responsibility for replacing the leaking pipework. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to assume responsibility for the pipework or replace it.

Response

The company denies it is responsible for the pipework to the customer's property and those of his neighbours. The company also denies installing a new stop tap, stating that it simply replaced an existing stop tap that the customer was aware of at least since 2014. Previous repairs had been done as gestures of goodwill and did not amount to an acceptance of responsibility. The company has not made any offer of settlement to the customer and declines to assume responsibility for the pipework or to replace it.

Findings

I find that the customer has not provided sufficient evidence to justify his claim. Thus, I find that the claim does not stand, and I shall not direct the company to assume responsibility for the pipework or to replace it. I am not satisfied the customer has established that the company installed a new stop tap in the road. 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 16/09/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• He has experienced an ongoing dispute with the company concerning issues with a leaking pipe that supplies his and five other properties. The customer says the company has historically maintained the supply pipe but has recently installed a new stop cock in an adjacent roadway and transferred responsibility for the pipe to the six households. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled. • He is the owner of one property in a group of six, all being located on a small roadway set back from the main highway. The customer states there is a small green between the local road and the highway. • All six properties are fed by a single supply pipe that comes from the water main located under the highway, passes under the green and local road, and originally connected to a stop tap situated in the garden of the customer's property. • The supply pipe has been subject to leakage four or five times in recent years and historically the company has repaired the leaks. • During a recent repair he was advised by company engineers that the supply pipe was reaching the end of its serviceable life and would very soon need replacing. • In May 2020 the customer reported another leak, and the company made the appropriate repair. However, he claims that in August 2020 it installed a new stop tap in the highway and advised him that it was not responsible for the supply pipe from the edge of the highway. • Believing the company had not properly addressed his concerns the customer, on 04 March 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf. • CCWater contacted the company and requested to receive a detailed explanation of its position and actions in respect of dealing with the customer's complaints. The company responded with its e-mails dated 02 and 03 March 2021 that confirmed the supply pipe was the responsibility of the owner and that it was not a company asset. • Correspondence was ongoing between himself, the company, and CCWater, over the next several weeks. However, on 12 May 2021 the company submitted another e-mail stating that its position remained unchanged. • On 18 May 2021, CCWater confirmed that it could not take any further steps to alter the position of the company and was closing his 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 08 July 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to take

ownership of the entire length of supply pipe or replace it.

The company's response is that:

• It provided its response to the claim on 20 July 2021. • It confirms that it supplies water and sewerage services to the customer's property. • It has responsibility for the water main that runs under the nearby highway. The pipe carrying water from the mains to the property is termed a "servicepipe". In this case the service pipe is not a company asset and thus responsibility rests with the customer and his neighbours who receive supply from the pipe. • The service pipe was not laid by the company but by the appropriate local authority in the 1970's. • In March 2014, in response to a query from the customer, company technicians attended the property and identified two existing stop taps, one in his garden and one in the road adjacent to kerb line. The company states that as per legislation it is responsible for the pipe up to and including the stop tap in the road. • On 17 September 2014 the company replaced free of charge the stop tap located inside the customer's garden. • On 15 October 2020 it replaced the stop tap located in the road, and notes that it replaced an existing stop tap and did not install a new one. • It records that all previous repairs done on leaking pipes in and around the customer's property were done as gestures of goodwill and did not amount to any acceptance of responsibility for the pipes that are not company assets. • In summary, it confirms that it is not responsible for the shared water supply pipe nor is it required to assume such responsibility. It is satisfied that it has complied with all current legislation and Ofwat guidelines and has not breached any of its statutory duties. • It does not accept to assume responsibility for the water supply pipe as requested by the customer in his application to WATRS. The customer's comments on the company's response are that: • On 21 July 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 the company's response does not prove that there was a stop tap located in the road prior to October 2020. The customer further reiterates his previous statement that company engineers verbally advised him that the existing pipe was approaching the end of its serviceability and would soon need replacing. The customer repeats his request that the company continues to repair the pipe leakages as it has previously done or replace the pipe with a new one.

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 has declined to accept ownership of the supply pipe to his property, will not continue to repair the constant leaks from the pipe, or replace it with a new pipe.
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 I am supplied with copies of the following documents:-
 - Water Industry Act 1991, Section 45
 - Water Industry Act 1991, Section 179
 - Water Industry Act 1991, Section 219
 - Water Act 1948
 - Company brochure describing responsibility for water supply pipes
4. The company has relied upon these submitted documents in its Response to the customer's claim.
5. It seems to me that this dispute can be distilled down to the question: did the company install an additional and new stop tap to avoid responsibility for the maintenance and possible replacement of the supply pipe to the customer's property and his neighbours?
6. Firstly, the customer asserts that company engineers informed him that the existing supply pipe is approaching the end of its serviceability and needs replacing. The customer does not supply any evidence to support this assertion.
7. The company has produced evidence to show that on 14 March 2014 it attended upon the customer's property as he had raised a query regarding the location of the water supply pipes. During the site visit the company identified two stop taps,

one in the customer's garden and one adjacent to a kerb line on the nearby road.

8. The customer acknowledges that a stop tap is located in his garden. The customer queries that there was a second stop tap in the road in 2014 but does not produce any evidence to support his position. I acknowledge the customer has supplied photographs of the nearby road and contends that they confirm the lack of a stop tap. However, I am not satisfied that the photographs can be taken, on a balance of probabilities, as a firm proof that no stop tap was located in the road.

9. I can see that on 31 May 2020 the customer reported to the company that a leak had occurred and that upon examination the company advised him that the leak was on a shared supply pipe that was not a company asset and thus it had no responsibility to repair the leak. However, I further see that the company repaired the leak on 04 June 2020 as a gesture of goodwill.

10. As a result of these repair works the company identified that the stop tap located in the road was of an old type and thus replaced it on 11 August 2020.

11. The company has produced copies of its internal Job Notes for the works undertaken in May and June 2020.

12. The company's position is that it is only responsible for the water supply pipes up to and including the stop tap in the road. From my reading of the documents I have listed in Point 3 above, I am satisfied that the company has correctly understood its responsibilities for the water supply network to the six properties.

13. I am further satisfied that the company has established that the supply pipe located after the stop tap in the road is not one of its assets and that responsibility for the maintenance and repair of this section of pipe rests with the six property owners.

14. I am not persuaded that the company's previous repair of leaks on this section of pipework can be understood to be an acceptance of responsibility. I find that the repairs were done as goodwill gestures and as part of the company's legal obligation not to permit leaks on private pipes to remain unrepaired. The company has the option to charge for these repairs, but I note that it has previously chosen not to do so.

15. Overall, I find that the customer has not established, on a balance of probabilities, that the company is responsible for the section of pipe beyond the stop tap in the road. The customer has not supplied sufficient evidence to substantiate his claim.

16. Thus, I find that the responsibility for maintaining and repairing the pipework

after the stop tap positioned in the road rests with the six property owners and I shall not direct the company to assume such responsibility as requested by the customer.

17. Similarly, I shall not direct the company to replace the pipework that the customer says is purportedly approaching the end of its normal service life.

18. 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 11 August 2021.
- The company responded to the Preliminary Decision on 11 August 2021.
- The company confirmed that it had reviewed the Preliminary Decision and had no additional input to add.
- The customer responded to the Preliminary Decision on 17 August 2021.
- The customer states that he finds the Preliminary Decision extremely biased in favour of the company.
- The adjudicator states that each and every allegation contained within the customer's submission of 17 August 2021 regarding the impartiality of the adjudicator and the manner in which the Preliminary Decision was reached is expressly denied. None of the customer's statements are admitted and he is put to strict proof in respect of each and every such statement.
- The customer says he has submitted photographs purportedly showing the absence of a stop tap in the road. The photographs are undated and do not show the full extent of the road.
- Similarly, I note again that the company has supported its position by the submission of contemporary job sheets.
- The customer repeats his assertion that he was verbally informed by company engineers that the supply pipe was approaching the end of its serviceability. These verbal comments cannot be verified.
- I am satisfied that no amendment is required to the Preliminary Decision.

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.

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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Peter Sansom
Adjudicator