

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X545

Date of Decision: 22/09/2021

Party Details

Customer:

Company:

Complaint

The customer's claim arises from a leak at her property. The customer's plumber and the company were both unable to locate an outside stop valve ("OSV") to turn off the water so the leak continued for 3 days. The company eventually located a stop valve which was faulty, so it installed a new one. The customer considers that the company was too slow to resolve the problem, and claims an apology.

Response

The company contests the customer's claim. It does not believe that it was responsible for the leak which was on the customer's private pipework, or for the lack of an OSV as it had no legal obligation to install one. It explains that the faulty stop valve belonged to the local council not the company, and that the company installed a new OSV as a gesture of goodwill. It says that it has already apologised to the customer for any perceived miscommunication and paid the sum of £150 but does not consider that it should have any further liability.

Findings

I find that the company cannot be held liable for a leak that occurs on the customer's property. It also cannot be held liable for the lack of an OSV, as it had no legal obligation to install one. The faulty OSV that was discovered after investigation was not the responsibility of the company as it belonged to the council. The company therefore does not need to take any further action.

Outcome

The company does not need to take any further action.

The customer must reply by 20/10/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

The customer's claim arises from a leak under her sink that happened on 14 August 2020. She called a plumber who arrived the next day, but he was unable to fix the leak because he could not turn the water off. The customer contacted the company who sent someone to her property, but he was also unable to find an outside stop valve ("OSV") to turn off the water. The leak therefore continued until the company was finally able to find an OSV and repair it. The customer also explains that she had previously contacted the company in September - October 2019 about her water bills. They had sent someone to investigate who had discovered a leak in the toilet. However he could not find the OSV and the company therefore said that it was going to do some works to make the OSV accessible to all, but this was not done. The customer believes that if the company had done these works in 2019, her plumber would have been able to shut off her water and immediately repair the leak under her sink that occurred in August 2020. The customer therefore claims an apology from the company.

The company's response is that:

The company contests the customer's claim. It explains that the customer should have had an inside stop valve ("ISV") on her property which would have allowed her plumber to shut off her water and fix the leak under her sink. The company explains that it visited the customer's property in September 2019, when a plumber who was trying to turn off the ISV under the customer's bath broke the ISV. The company located an OSV that was connected to the customer's property, but explains that it served 9 properties and so couldn't be turned off without turning off everyone's water supply. The company says that this stop valve in fact belonged to the local authority, and that it explained this to the customer when she contacted it in January 2020. The company accepted that this valve needed repair, but it says that it was not its responsibility to repair it, and it points out that it might not have been appropriate to use this even if it was working, because turning it off would have cut the water to 8 other properties as well. The company says that when the customer contacted her about the leak on 15 August 2020, it sent someone to investigate who found that there was no individual OSV fitted to the customer's property when it was built by the developer. The company says that there is no legal requirement for there to be an OSV, which makes it all the more important that the customer's ISV is working properly. It also explains that (1) there

was a stop valve connected to the customer's property that was faulty, but this was owned by the local authority and not by the company, so the company was not responsible for repairing it, and (2) there was an OSV near the customer's property that was owned by the company, but that was not in fact connected to the customer's property. The company decided to install an OSV to the customer's property, but as there was no legal requirement for it to do this, it cannot be held responsible for the flooding that had previously occurred. The company says that the customer sent it a claim for damage caused by the leak which it passed to its loss adjusters, who denied the claim because it resulted from a leak on the pipework on the customer's property, which it was her own responsibility to repair. The company apologised to the customer in writing for any perceived miscommunication and also paid her £150 to say sorry, but it disputes that any further apology is required.

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 customer's complaint concerns a leak under her sink that happened on 14 August 2020. Having considered the papers, I understand that the customer contacted the company about the leak the next day, on 15 August 2020, because her plumber could not turn off the water. The company took three days to find a stop valve that was able to turn off the customer's water. When it found the valve, it was not working, so the company decided to install another valve, which allowed the customer to resolve her leak.
2. Firstly, I find that the leak occurred on the customer's private property. The company is not responsible for any of the pipes or stop valves on the customer's

property.

3. Secondly, however, I must consider whether the company was responsible for any service failures that contributed to the fact that the customer was unable to fix the leak. In particular, the customer has complained that she did not have a working OSV that would have allowed her to turn off the water outside her property.

4. The company has explained that it did not have a legal obligation to install an OSV for the customer's property, and I accept that this is the case. It is only if the company was in fact responsible for an existing OSV that it failed to repair, that it could potentially be held responsible.

5. I see from the papers that the company attended the customer's property on 21 September 2019 and discovered that there was no individual OSV to the customer's property. However, it does not appear that the company promised to install one at this stage.

6. I also see that the customer called the company on 2 January 2020 to complain that there was no working OSV for her property. The company attended the next day and excavated the stop valve at the end of the customer's row of houses, outside number 19, which was faulty. It then left a calling card which said that this was not a company stop valve and advising the customer to contact the local council to repair it.

7. The customer has provided a letter from the council in which the council also denies that it is responsible for the valve. However, I can see from the plan provided by the company that the valve is located on a communication pipe that is on private land rather than on a pipe that belongs to the company. On balance, I therefore accept the company's argument that it is not responsible for this stop valve.

8. It also does not appear that the customer contacted the company again between this time and August 2020. I therefore find that the company was reasonable not to take any further steps regarding the customer's OSV.

9. When the customer contacted the company on 15 August 2020, the company attended and tried to find a working OSV. It did find an OSV nearby that was its responsibility, but it states that this OSV was not connected to the customer's property. It is therefore not relevant to the customer's claim. Aside from the council owned stop valve outside number 19 (which was still not working), there was therefore no OSV connected to the customer's property. The company therefore decided to install one, although I accept that it was not required to do this.

10. I accept the company's argument that it cannot be held liable for the fact that the customer did not have an OSV installed outside her property. Although I

understand that it must have been upsetting for the customer to have a leak at her property that lasted for several days, the company cannot therefore be held responsible for this. The leak happened on the customer's private pipework and she was unable to turn off the water due to the fact that her own ISV was not working.

11. The customer has asked for an apology from the company, but I find that the company has not been responsible for any service failings and so should not be required to apologise.

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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Natasha Peter
Adjudicator