

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT X580

Date of Decision: 1 October 2021

#### Complaint

The customer stated that the company provided misleading information on its website and that it moved their supply pipe without adequate consultation. The customer requested the company to adopt the supply pipe up to the customer's boundary, to ensure they have access to this pipe, to improve the protection of the new joint in the traffic line and to re-site the water meters from a third party's land to a location where they are accessible.

#### Defence

The company laid a new supply pipe after a request for a new development was made. The company stated that it has adopted the responsibility of the newly laid supply pipe and has a statutory right of access to the boundary box and meter, but it is not responsible for the supply pipe from the joint up to the customer's property. The company denies that it breached its statutory duties and stated that it has provided its services appropriately and with reasonable skill and care.

#### Findings

The company received an application for a new water connection and to carry it out it moved the location of the supply pipe that also services the customer. The change resulted in the company taking responsibility for two more meters of supply pipe. While the development is being completed, the customer has been placed on a priority list to have the meter read and the stop tap turned off when this is requested by the customer. The company has access to the pipes, but the supply pipe from the joint up to the customer's property remains his responsibility. There is no evidence to suggest that the joint is being compromised and needs to be moved to a different location.

#### Outcome

The company does not need to take any further action.

**The customer must reply by xx October 2021 to accept or reject this decision.**

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

# ADJUDICATOR'S DECISION

Adjudication Reference: WAT X554

Date of Decision: 1 October 2021

## Party Details

**Customers: The Customer**

**Company: The Company**

## Case Outline

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

- The company provided misleading information on its website and did not offer adequate consultation before making changes to the supply pipe.
- The customer requested the company to move the supply pipe off the third-party land or to:
  - adopt responsibility for the supply pipe up to the boundary of the property;
  - re-site the customer's meter;
  - ensure it has legal rights of access to the supply; and
  - improve the protection of the new joint.

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

- It changed the location of the supply pipe as a result of an application for a new water connection made by a neighbouring developer.
- It apologised for the confusion that stemmed from its website and for not having provided more effective communications.
- As a result of the changes, the company adopted two additional meters of the supply pipe, but the pipe that goes from the joint to the customer's property remains private.
- The company put the customer on a priority list to have the meter read and the stop tap turned off when requested while the new development is being completed.
- The meters remain the property of the company and it can decide on their location.
- There is no evidence to support that the joints are compromised in any way.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

## How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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 complained that the company moved his service pipe making it inaccessible and at risk of being damaged. The company decided to move the supply pipe to proceed with an application made by a nearby developer for a new water connection. The customer stated that the company failed to request written and informed consent when they sent a letter informing about the changes to the service pipe. The customer stated that the company simply notified them by letter and proceeded with the changes. The customer stated that they did not object because the company's website stated that the supply pipe is owed by them up to the property boundary, so the customer believed that he would not be affected.
2. The company moved the service pipe and the new meter to the developer's site. The customer stated that the supply pipe is now in a location that can be easily damaged because it is closer to the surface than 1 meter deep (as it was before the change). The customer said that there is now a new joint in the pipe directly under a traffic line on an unnamed track, which is susceptible to failure over time. The customer is concerned that the pipe is now not easily accessible in the event of an emergency. Thus, as he reiterated in the response to the preliminary decision, he is concerned that his water supply is no longer fully protected as it was in its previous location.

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

3. The company admitted that the information provided on its website about the service pipe could be misleading and cause confusion. The company has apologised for this issue in an email sent to the customer on 5 January 2021. However, in the email the company also noted that given the layout of the area and their duty to provide a new water connection for the new development, the company believed that an earlier consultation would not have changed the location of the new supply pipe.
4. The company stated that under the new location, the meter and the first 17 meters of the service pipe, which is two meters more than before, are now the responsibility of the company, whereas the remainder of the service pipe is under private ownership. I note that this is in accordance with the definition provided by Section 219 of the Water Industry Act 1991 and the company's Code of Practice. Thus, the company is only responsible for the water main up to the stopcock, and from the stopcock to the property the service pipe is the responsibility of the customer. In view of this, I cannot require the company to adopt the service pipe all the way to the customer's property as the pipe from the joint up to the customer's property is not the company's responsibility as it is considered to be private property.
5. I note that the meter is now in a new location, which as noted by the company is the in the verge of the street entrance to the new development. The company stated that in recognition of the short-term potential access issues to the boundary box whilst the new development is being completed, the company has placed the customer's account on a priority list to have the meter read and the stop tap turned off when so required by the customer. I am mindful that according to section 162 of the Water Industry Act 1991 the company, and not the customer, has a statutory right to access the meters. In view of that, I find that the company is not required to move the meter to a different location.
6. The customer requested increased protection for the new joint. I am mindful that the customer stated that the new pipe is not as deep as the previous pipe. However, as the company noted, there is no evidence to suggest that the joint is compromised in any way. Moreover, the joint remains the responsibility of the company. Therefore, the company is not required to make alterations at this point in time.
7. In view of the above, I find that the company had to move the service pipe and the water meters from their previous location to allow for the new development to have a water connection. In doing so, the company has followed the law as it does not require permission from the

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

customer. I also find that the company has not failed in its duty of care to the customer as there is no evidence of negligence in the company's work. Therefore, I find that the company has reached the standards to be reasonably expected by the average person. Thus, the customer's claim cannot succeed.

#### **Outcome**

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 by xx September 2021 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days from the date on 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.



**Pablo Cortés, Ldo, LL.M, PhD**

**Adjudicator**

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*