

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X587

Date of Final Decision: 29 October 2021

#### Party Details

Customer:

Representative:

Company:

#### Complaint

The company informed the customers that there was a leak on their private pipework and asked them to find and repair it. However, the company said that if the leak was located outside the property's boundary, it would pay the costs. Excavation work proved that the leak was outside the property's boundary, but the company refused to reimburse the excavation costs and only repaired the leak when CCW became involved in the complaint. The customers want the company to reimburse the excavation costs and, as the customer service has been very poor, they also request an apology.

#### Response

The company was not responsible for repairing the customers' leak but did so as a gesture of goodwill and, as the leak was on private pipework, the company is not responsible for reimbursing the excavation costs. The company has acknowledged its customer service failings and issued GSS payments where appropriate, but there is no evidence of additional customer service failings and, therefore, responsibility to apologise is denied.

The company has not made an offer of settlement.

#### Findings

The evidence shows that the leak was on the customers' private pipework. Therefore, I do not find that the company's refusal to reimburse the customer amounts to a failure to provide its service to the standard reasonably expected by the average customer. In view of this, the customers' claim for a reimbursement of the excavation costs and an apology does not succeed.

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Outcome

The company does not need to take any further action.

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## Case Outline

### **The customers' complaint is that:**

- They were notified of a leak at the property and told they needed to find and repair it. The company said that if the leak was not within the property's boundary, it would repair the leak and look at paying the cost of finding it. Excavation work was required which cost the landlord £960.00, and this proved that the leak was on pipework under the public footpath, not within the property boundary.
- The company asked the landlord to prove they did not own the footpath and, when proof was provided, the landlord was told to contact the local Council and ask it to complete the repair. The Council investigated and said that the leak was the company's responsibility, so the company completed the repair as a gesture of goodwill.
- The company has not been at all helpful and each time they call the company they speak to a different person who says a different thing to the last.
- The company has refused to pay for the excavation and only found and repaired the leak once CCW got involved. It also contradicted the information given by CCW, and denied the fact that it should offer one free repair per lifetime of a property.
- They do not understand why the company willingly completes free leak detections and repairs at some properties, but has refused to do so at this property. There is no consistency in the company's approach and whether a free repair is offered seems to be a matter of luck.
- This dispute would not have arisen if the external meter box was fitted at the edge of the boundary, like it should be; instead it is ten metres away. The company has moved meter boxes nearer to some of the other properties on the estate, so they question why the company will not do this again.
- The information provided was not clear; had they been told from the outset that the company is only responsible for pipework up to the meter and that the meter had already been checked for leaks, or they had been offered the company's free leak detection service like other customers, they would not have wasted time and money digging a hole to prove there was no leak on the boundary.

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- In view of this, they request an apology for the poor treatment they have received from the company and a reimbursement of some or all of the excavation costs.

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

- The representative is responsible for managing the premises known as REDACTED. The property itself is occupied by (the customers).
- It is responsible for the water main in the ground and normally the pipe from the main 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 that stop tap. The company is responsible for the stop tap and keeping this in good condition. However, 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/landowner's responsibility to keep this pipe work in good condition. Therefore, it is not 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.
- Following a consumption health check, it sent an increase in consumption letter to the customers on 15 October 2019 as the recorded consumption had increased indicating a possible leak. A further letter was sent on 27 November 2019. On 15 June 2020, the customers made contact regarding the leak and a job was raised for investigations to be carried out.
- On 18 June 2020, investigations were carried out but no water was found in the boundary box, although it was noted that there was a sink hole in the garden between the property and the neighbouring property and a further job was raised to investigate.
- On 13 July 2020, it excavated and repaired the outlet of the boundary box and relayed three metres of the communication pipe up to the boundary box, even though the pipework from the boundary box leading up the property is private pipework and the responsibility of the customers.
- After this, it was suspected that there was an on-going leak on the customers' private pipework.
- On 25 November 2020, movement was noticed on the meter indicating a leak, however, the internal stop tap, which is the responsibility of the customers, was inoperable. The customers were advised to renew the internal stop tap and make contact once this had been done.
- On 11 December 2020, a network technician attended the property and a leak was identified on the external private part of the pipework. A leak pack was provided to the customers explaining the position with ownership of pipework and that it was the customers' responsibility to repair the leak.
- On 13 January 2021, the property manager requested clarification about who was responsible for repairing the leak as the pipework ran under a council owned footpath, and was informed that it was the customers' responsibility to complete the repairs.

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- On 19 February 2021, it explained to the property manager that its pipework stops at the boundary of the street and despite this being council owned, that part of the pipework remains the responsibility of the customers.
- On 25 March 2021, the applicant was again informed that it was the customers' responsibility to repair the leak.
- To assist the customers, it offered to undertake a gas test in order to try and locate the leak. On 13 May and 14 May 2021, the gas test identified the leak on the customers' private pipework. The customers were informed that although the supply runs under the council owned footpath, it was the responsibility of the customers to repair the leak.
- Despite the leak being on the customers' private pipework, it offered to repair it as a gesture of goodwill and the customers accepted. On 4 June 2021, it undertook the repairs to the leak on the customers' private pipework.
- It has appropriately advised the customers of the position regarding responsibility for the pipework at all times. The repair works were a gesture of goodwill and do not amount to an acceptance of responsibility for that pipework.
- As the leak was on the customers' private supply pipe, the customers are responsible for the cost of identifying and repairing the leak and it is not obliged to reimburse the customers or property manager for those costs.
- There are clear guidelines regarding the responsibility of pipework set by legislation and Ofwat. Under Rule 3.5 of the Scheme, WATRS does not have the power to determine the fairness of those rules and guidelines and/or commercial practices.
- It has a Guaranteed Standards Scheme (GSS) which is a summary of standards and conditions that it is expected to meet. If it does not meet the expected standards, a customer is entitled to a payment as set out under the GSS. As it missed an appointment with the customers on 25 November 2020, it issued a GSS payment of £20.00 on 2 December 2020, but there have been no other customer service failings and the customers are not entitled to any further GSS payments.
- The customers are not entitled to claim any form of compensation as it has not breached any of its statutory duties or been negligent in providing its services.

### 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.

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2. 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 claim for a reimbursement of the excavation costs can only succeed if the evidence shows on the balance of probabilities that the company failed to provide its service to the standard reasonably expected by the average customer by failing to find and repair a leak it was responsible to find and repair, and that the excavation costs incurred were a direct result of the company's failing.
2. Having considered the evidence, I do not find that the company was responsible for finding and repairing the leak. This is because I accept that the leak was not on pipework owned by the company, and the company is not responsible for finding leaks and repairing leaks on private pipework. I understand that the leaking pipe was under the public footpath, but I accept the company's position that the pipe running under the footpath is privately owned by the landlord.
3. The customers state that the company should have offered a free leak detection and repair service even if the pipework is privately owned and, therefore, it should pay for the excavation that was part of the leak detection works; however, the evidence does not show that the company is obliged to offer free leak detections and repairs on private pipework. The evidence shows that the company eventually agreed to repair the leak as a gesture of goodwill, but I do not find that this amounts to an acceptance of liability for the pipe, or an acceptance of liability for the costs involved in finding the leak.

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4. The customers state that the excavation was pointless, however, I do not agree as the evidence shows that the excavation was a necessary step in the process of locating the private leak. The customers also state that the landlord is out of pocket but, again, I do not agree as the landlord is responsible for finding leaks on his private pipework and the company has paid for the repair.
5. In view of the above, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer and, although I appreciate that the customers will be disappointed by my decision, the customers' claim for a reimbursement of the excavation costs cannot succeed.
6. In any event, I must also explain that even if I had found a failing on the company's part, the claim could only succeed if the customers could prove that they had incurred expense as a result of the company's failing. In this case, it is clear that the landlord paid for the work, not the customers. As the landlord is not the company's customer and is not a party to this case, I could not have directed the company to compensate the landlord for his losses.
7. As I have found that the company was not responsible for finding or repairing the leak, the company has already made a GSS payment to the customers for missing an appointment, and there is no evidence of further customer service failings, it therefore follows that the customers' claim for an apology cannot succeed either.
8. Following the preliminary decision, the customers have said that if the company had not instructed them to dig up the land and prove the leak was not on the property boundary, then they would not have done so and would have moved the meter to the boundary instead, and then the company would have had to replace the pipework anyway as the leak would not have been between the meter and the property. However, I find that on the balance of probabilities the company would not have agreed to move the meter before the location of the leak was found and the leak was repaired. In view of this, my decision remains unchanged.

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### 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 12 November 2021 to accept or reject this 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.

*K S Wilks*

Katharine Wilks

**Adjudicator**

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