

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT-X600

Date of Decision: 21 November 2021

Complaint

The customer says that his bills have increased, and he disagrees with the company's statement that this is the result of a leak.

Response

The company says that it has sent an engineer to the Property, who concluded that there was a leak within the boundary of the Property. As the leak is on private pipework, it is the customer's responsibility to address.

No offer of settlement has been made.

Findings

The company failed to provide its services to the customer to the standard to be reasonably expected by the average person in its communication of October 2020.

Outcome

The company must pay the customer compensation of £100.00.

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

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT-X600

Date of Decision: 21 November 2021

Party Details

Customer:

Company:

Case Outline

The customer's complaint is that:

- He contacted the company after a substantial increase in his bill for the period after February 2020.
- He performed a tap test, which confirmed that the meter was reading correctly.
- It was confirmed that the readings used for the bill were actual readings, not estimates.
- The company sent an engineer on 7 June 2021, who advised that there appeared to be a small leak within the boundary of the Property.
- He was advised that he would need to have a private plumber address the leak.
- He does not believe that there is a leak and emphasises that his water usage has not increased.
- He requests that the company provide a free leak repair and that his bills be significantly reduced.

The company's response is that:

- On 25 March 2021, the company received a letter from the customer asking about an increase in his bill.
- The company attempted to contact the customer on 30 March 2021, 31 March 2021 and 1 April 2021, but was unable to reach him.
- On 6 April 2021, the company wrote to the customer and confirmed that his usage had increased, but noted that it remained below average for the occupancy of the Property. The customer was advised to perform a tap test.

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- On 16 April 2021, the customer contacted the company and confirmed that when he turned off the internal stop valve, there was no movement on the meter.
- On 19 April 2021, the company contacted the customer to book a water usage appointment, but one could not be agreed.
- On 26 April 2021, the company received a letter from the customer reiterating the customer's complaint.
- On 6 May 2021 and 7 May 2021, the company attempted to contact the customer, but could not do so.
- On 11 May 2021, the company sent a letter to the customer and repeated its suggestion of a water usage appointment.
- On 20 May 2021, a water usage appointment was booked for 7 June 2021.
- The water usage appointment resulted in a diagnosis of an internal leak. The customer's appliances, taps, bath and toilet were examined, but the leak could not be identified.
- Due to the location of the leak, it is a private matter for the customer to address.

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.

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.

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How was this decision reached?

1. In many disputes, the evidence as to precisely what happened will be to some degree unclear, and the law addresses this uncertainty through what has come to be known as the “balance of probabilities” test. Under this test, the decision-maker must look at the evidence provided by the parties, and decide what is most likely to have happened based on that evidence. Importantly, this decision is only based on the evidence provided by the parties, and so is made with full knowledge that the evidence provided may in some way be misleading, or that there may be additional evidence that would justify a different conclusion. However, as a decision must be made, it must be made based on the evidence actually provided, not on the decision-maker’s unsupported speculations regarding what may or may not have happened.
2. In addition, the law requires that disputes be decided in accordance with “burdens”, with the customer having the “burden” of producing evidence to support the claim. This means that if the evidence provided by the parties is evenly balanced between the accounts of the two parties, or is otherwise insufficient to justify a conclusion that the customer’s account is more likely than not correct, then the customer has failed to meet the burden and the claim cannot succeed. Again, this evaluation must be made based on the evidence actually provided by the parties, not based on unsupported speculation by the decision-maker regarding what may or may not have happened.
3. In the present case, the dispute between the parties centres on the question of whether there is a leak at the Property and whether any leak is the customer’s responsibility to address. While I acknowledge the customer’s concern that no direct evidence of a leak has been found, the company has satisfactorily established that there is no evidence that the company’s equipment is malfunctioning, while there is evidence suggesting a leak within the boundary of the Property. While no leak has yet been found, only easily reachable areas have been examined and the leak may be present in underground pipes or similar areas that require a more thorough examination. As argued by the company, as the available evidence indicates that the leak is present within the Property’s boundary, responsibility for addressing the leak lies with the customer, not the company.

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4. In his comments on the Proposed Decision in this case, the customer has reiterated his concern that no direct evidence of a leak has been found, but he has produced no evidence that would directly conflict with the evidence produced by the company, such as a report by a private plumber stating that the Property had been inspected and there was no evidence of a leak. As explained above, ultimately the customer has the burden of producing evidence to support his claims, and I must find that in this case he has not done so.
5. In his comments on the Proposed Decision in this case the customer also expressed his concern that he had received conflicting statements from the company, including a statement in October 2020 that the recorded increase in usage could not have been caused by a leak. I accept that the company's statement in its October 2020 letter to the company was misleading, as it advised that since the customer had performed a Tap Test, this "rules out the increase in usage being caused by a leak". However, as a Tap Test involves stopping the water supply into a property, it cannot be used to determine whether a leak exists on private pipework within that property. The customer, that is, should have been told that the results of the Tap Test indicated that there was no leak on the supply pipe between the meter and the internal stop tap, not that it meant that there was no leak at all. I find that this constituted a failure by the company to provide its services to the customer to the standard to be reasonably expected by the average person, resulting in a delay to the customer having the problem investigated further. In consultation with the WATRS Guide to Compensation for Inconvenience and Distress I find that fair and appropriate compensation for this failing would consist of £100.00.
6. Therefore, the company must pay the customer compensation of £100.00.
7. The customer has also complained about the customer service he has experienced, but I find that the evidence shows the company responding appropriately when contacted by the customer and taking reasonable actions to identify the possible cause of the increased bills about which the customer has objected.
8. In his comments on the Proposed Decision in this case, the customer has argued that the company was at times slow in responding, but I do not find that the evidence supports a conclusion that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in its attempts to contact the customer, which included repeated unsuccessful attempts to contact the customer.

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9. The customer may be suggesting that he is entitled to compensation under Ofwat's Guaranteed Standards Scheme (GSS), but the terms of the GSS scheme make clear that any disputes regarding whether a GSS payment is owed are to be referred to Ofwat for a "final and binding" decision, and not to WATRS. Therefore, while a WATRS adjudicator can address a company's failure to make a GSS payment that Ofwat has confirmed is owed, any determination as to whether such a payment is owed must be made by Ofwat, not WATRS.
10. The customer also suggests that the company has failed to use his preferred means of communication, but this matter was not raised in his initial complaint and so the company has not had an opportunity to address it or provide evidence relating to it. As a result, this matter cannot be addressed here and the customer must raise a separate complaint addressing it.


Outcome

The company needs to take the following further actions: It must pay the customer compensation of £100.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 December 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 of 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.

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Tony Cole

Tony Cole, FCI Arb

Adjudicator

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