

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X669

Date of Final Decision: 20 December 2021

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

Following several leaks on the water supply to his property containing eleven dwellings, the customer asked the company to install separate connections to each dwelling. However, after paying almost £8,000.00 for the new connections, the work was delayed as the company's plans were incorrect. The company then quoted an additional £6,240.00 to complete the job, although it later reduced this by 50%. The work was eventually finished ten months after the customer originally paid for it and, during the delay, the customer has had to pay the water and sewerage charges for all eleven flats and now has an outstanding bill of over £11,000.00. The customer would like the company to provide a formal apology for its poor service and cancel the outstanding bill.

#### Response

The delay in providing accurate plans did not contribute to the leak going on for longer than necessary or cause the customer's high bill, as the customer found and repaired the leak before the plan was found to be inaccurate and the work was stopped. The company accepts that the inaccurate plans caused a seven week delay, but all plans carry a disclaimer about their accuracy and the company reduced the cost of the further work by 50% to apologise for the delay and inconvenience. Therefore, the company denies responsibility to clear the customer's outstanding bill.

The company has not made an offer of settlement.

#### Findings

The evidence does not show that the high charges were the result of a further

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leak that occurred during the delay, or that the company failed to provide its service to the standard reasonably expected by the average person in any other way. Therefore, the customer's claim does not succeed.

**Outcome**

The company does not need to take any further action.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X669

Date of Final Decision: 20 December 2021

## Case Outline

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

- The water supply at his property was through one supply pipe serving ten flats and the landlord's residence.
- The pipe was leaking but the company's engineers could not find the leak, so he found and repaired the leak himself and decided to install eleven separate supplies and make the old pipe redundant.
- The New Connections Team sent a quotation and he paid almost £8,000.00 in January 2020 to have the work carried out as soon as possible. However, due to the COVID-19 pandemic, the work was delayed leaving him exposed to further leaks and heavy usage. He then received a letter saying that the water consumption was high and this was followed by a very large bill.
- He went back on site and found a major water leak concealed in the undergrowth and the water meter was turning at a very fast rate. The water leak was found under the roots of trees and briars and was quickly repaired.
- In order to prepare the site for the new connections, he opened up trenches to the pipework as requested by the company. However, two engineers attended to inspect the trenches and gave conflicting advice, which cost time and money. When he asked the best way to install the new pipes with the separation of supply/new meters in mind for the future, the first engineer said that one 50 mm pipe to the meter location adjoining the main house serving the eleven connections would be sufficient, so he went ahead and did this. Later, the second engineer said this was not acceptable and it needed to be metered at source within two metres of the footpath. So, at further cost, he did it this way instead. The engineer then approved the pipework and trenches.
- On 21 August 2020, the company's engineers came out to install the new connection. However, the work had to be aborted as the connection point was too far away from the mains hydrant. He questions why the incorrect mapping was not picked up by the engineers that visited the site previously.
- The company then quoted an additional £6,240.00 for the extra work required. As the company had made a mistake, he felt it was unfair to suddenly quote an addition sum when so much had

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already been paid. He discussed this with the company causing even further delays, and the company agreed to reduce the additional quotation by 50%. He paid the reduced amount rather than argue further because he needed to get the job done as soon as possible.

- The delays were frustrating because he was paying the water and sewerage costs for all of the flats during this time. He understands that that the delays were partly due to the pandemic, but the company is also to blame as the original quotation and plan were incorrect. He does not believe the costs incurred during the delays should be his responsibility as he did all he could to get the work done in a timely manner and chased the company on many occasions for updates.
- On 14 October 2020, almost ten months after he originally paid, the new connections were made. This is not an acceptable time frame.
- The company says that they reduced the quotation by 50% to compensate him for the incorrect mapping which caused a seven week delay. However, he does not view this as compensation as he still had to pay additional costs on top of what was originally agreed, and this was entirely due to the company's administrative error.
- The company also offered him a £50.00 goodwill gesture, but this is inadequate given all the errors that were made and the fact that the delays have caused his water bill to increase to over £11,000.00.
- The company says that he was given three leakage allowances, totalling £15,693.59. However, the allowances were given because the company's equipment failed, not because the leaks were on private land, as the company has suggested.
- If he had anticipated the cost, hassle and delays, he would have put his own private supply into the property. He is extremely disappointed with the company's service and feels it must be held accountable; if he provided a quotation and make a mistake in the course of his business activities, he would have to bear the consequences, and the company should do the same.
- He would like the company to provide a formal apology for the poor service he has received and cancel the outstanding bill.

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

- The customer's claim concerns his water supply to (REDACTED), where he has been billed for water and sewerage charges since 3 September 2015.
- The customer is disputing the balance of £11,771.33 on his metered account, as he feels that the delay in providing new connections to the property has resulted in a higher than expected bill.

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- The property is split into twelve separate dwellings and until 14 October 2020, it was served by a single metered supply.
- The customer made an application for new connections to each dwelling in January 2018. This application was abandoned in September 2018 as the quotation fee went unpaid. Subsequently, the customer re-applied on 6 September 2019 but the application was incomplete and the full information was eventually provided by the customer on 2 October 2019.
- A new quotation and connection plan was issued on 24 October 2019, and the quote was paid on 29 January 2020.
- On 9 June 2020, the customer called to request a trench inspection. The trench inspection failed on 11 June 2020 because photographic information was needed from the customer about the new stop-taps, which had been requested on 9 June 2020.
- It received the photographs on 11 August 2020 and re-inspected on 17 August 2020, at which time the trench inspection passed.
- On 21 August 2020, it attempted to connect the new supplies to its mains water supply. The work was abandoned as it was found that the plans were incorrect and an 18 metre excavation was required, not a 2 metre excavation as originally quoted for.
- On 27 August 2020, a new quote for £6,240.00 was issued for the additional excavation work required. This was reduced to £3,120.00 as a gesture of goodwill, in recognition that the original plans and quotation had been incorrect. The customer paid this on 25 September 2020.
- It has a service level target of 21 days from the date a trench passes an inspection to arrange the connection to the mains. However, in this instance there was an additional quotation to pay for the extra work. Therefore, it needed to commence the work within 21 days from the date the additional quotation was paid on 25 September 2020. The connections were made on 14 October 2020, 19 days after the quotation was paid and, therefore, within the service level target.
- It accepts that the plan provided to the customer was incorrect. However, it inherited the supply network arrangements from local councils and water authorities when the water industry was privatised in 1990. A considerable proportion of its plans are reliant on this information and, unfortunately, there are occasions when the information is not accurate. In view of this, its plans always carry a disclaimer and a copy of this has been supplied in evidence.
- The customer has experienced three separate leakage incidents. However, as a non-household customer, the customer is legally responsible for the payment of any water lost because of leakage on their private supply. Even so, the customer has received three allowances.

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- On 30 March 2018, an allowance of £1,256.12 was granted due to a faulty stop-tap and damaged meter. As this was not the customer's responsibility, the allowance was in respect of both water and sewerage charges.
- On 25 July 2019, it identified that the meter reading was higher than expected and arranged for the supply to be checked. On 5 September 2019, it was confirmed that the supply was leak free but the customer advised that there had been a leak on the supply, so an allowance for this was granted on 21 November 2019 for £3,999.86. Although the customer was only entitled to an allowance against the sewerage element of the charges, a discretionary allowance was granted for the water. The allowance comprised of £1,849.67 for the water charges and £2,150.19 for the sewerage charges.
- In July 2020, it issued a bill that was higher than the customer expected. The customer reported a leak on 14 August 2020 and confirmed it had been repaired by 21 August 2020. On 17 December 2020, an allowance was granted against the sewerage element of the charges for £10,437.61. This allowance was granted on a discretionary basis, because under the terms set out in its Code of Practice, the customer would not normally have been entitled to another allowance.
- Between 5 September 2019 (when the meter reading was 2341) and 15 January 2020 (when the meter reading was 2920), the meter recorded an average daily usage of 4.39m<sup>3</sup> per day (1m<sup>3</sup> = 1000 litres or 220 gallons).
- From 15 January 2020 (when the meter reading was 2920) to 7 July 2020 (when the meter reading was 3186), the average daily usage had increased to 18.31m<sup>3</sup> per day. It is therefore reasonable to conclude that the leak identified in August 2020 was a separate leak to the one identified in 2019, and occurred after January 2020.
- After the customer reported the leak on 14 August 2020, it made contact on 17 August 2020 to arrange a visit, but the customer advised that a visit was not required. The customer emailed on 28 September 2020 and confirmed that they had located and repaired the leak within seven days.
- In view of this, it is reasonable to conclude that the supply was not leaking during the period between the aborted visit of 21 August 2020 and the date the connections were eventually made on 14 October 2020. The leakage allowance granted on 11 January 2021 for £10,437.61 was for the period 16 January 2020 to 14 September 2020 and therefore covered the duration of the leak.
- It made an additional payment of £50.00 on 22 April 2021, but this was solely for the delay in processing this allowance.

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- The customer believes that the delay in providing accurate plans contributed to the leak going on for longer than necessary and caused his high bill, but this is not the case as the customer confirmed the leak was found and repaired prior to 21 August 2020, the date that the connections work was abandoned as further work was required.
- It accepts that there was a seven week delay due to the inaccurate plans but, as above, all plans carry a disclaimer about their accuracy and it reduced the new quote by 50% by way of apology and it believes this is fair and reasonable compensation for the delay and inconvenience.
- The disputed balance of £11,771.33 relates to unpaid charges for the period 16 January 2020 to 30 July 2021, and therefore includes charges outside of the disputed period. There is no evidence to suggest that its actions have contributed to any leaks going unrepaired for longer than necessary. As such, responsibility to provide a further allowance is denied.

### 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.

### How was this decision reached?

1. Having reviewed the evidence provided by the parties, I find that the customer's claim to have his outstanding bill reduced can only succeed if the evidence demonstrates on the balance of

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probabilities that the high charges were caused by the company's failure to provide its service to the standard reasonably expected by the average customer.

2. The customer believes that the company is responsible for the high charges as there was a long delay between the date he paid for the new connections and the date they were completed, due to being given conflicting advice about the trench specifications, the company's inaccurate plans and the need for further excavation, and because during the delay he had to pay the water and sewerage costs for all the dwellings in his property. The company reduced the charges for the extra excavation by 50%, but the customer feels unhappy that he had to pay anything in excess of the original quoted amount as the original quotation was inaccurate due to the company's mistake. Therefore, the customer wants the company to cancel the outstanding balance on his account as compensation.
3. The company states that all plans carry a disclaimer as they are based on information it inherited when the water industry was privatised and, therefore, it cannot guarantee the accuracy of the plans it holds. The company also disputes that the customer's bill increased due to the seven week delay between the work being abandoned on 21 August 2020 and the connections being installed on 14 October 2020, as the leak the customer reported was repaired before 21 August 2020.
4. Having considered the evidence presented by the parties, I find that the 50% reduction of the extra excavation costs was a reasonable offer for the company to make by way of an apology for the delay. This is because I accept that the company included a disclaimer in its plans as it could not guarantee their accuracy, but also because I find that if the plans had been correct, the first quotation for the work would have been higher anyway as it would have included the additional excavation work. Therefore, there is no evidence to show on the balance of probabilities that the company's mistake increased the customer's costs. I acknowledge that the customer says he would have done the work himself had he known how much the work would cost. However, on the evidence provided, I am unable to find that this option would have been cheaper and, despite the additional cost, the customer agreed for the company to carry out the work. In any event, the customer does not claim a refund of the second quotation costs.
5. Instead, the customer asks for the balance on his account to be cancelled and suggests that it increased due to the delay in completing the work. If the customer intended for the water and

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sewerage charges to be paid by the occupiers of the individual dwellings once the new connections had been made, I accept that the delay increased his charges. However, the disclaimer included in the plans means that the company cannot be held responsible for the delay caused by the inaccuracy or the financial losses the customer has suffered as a result. Further, there is no clear evidence to show that the customer was given conflicting advice about the trench specifications, or, moreover, that any conflicting advice he was given caused a delay, or that the supply pipe was leaking after 21 August 2020. In any event, even if the supply pipe had leaked after this date, the company has already provided leakage allowances to the customer and would not be obliged to provide a further allowance.

6. In view of the above, I do not find that the evidence has shown that the company has failed to provide its service to the standard reasonably expected by the average customer. Therefore, while I appreciate that the customer will be disappointed by my decision, the customer's claim for the disputed bill to be cancelled cannot succeed.
7. As the evidence does not show any failings on the company's behalf for which a guaranteed standards of service payment has not already been made, the customer's claim for a formal apology cannot succeed either.
8. Following the preliminary decision, the customer provided comments disputing the accuracy of the information provided by the company and disputing the adjudication outcome. While I have noted these comments and fully accept that this situation has caused the customer a great deal of stress and unforeseen cost, I remain of the view that the inaccuracy of the company's plans was the primary cause of the delay in completing the new connections, and that the delay caused the customer's charges to increase as he remained liable to pay the water and sewerage charges until the work was completed. However, as explained above, the company's disclaimer means that it is not responsible for any of the customer's losses as a result of the inaccurate plans. Also, although I accept that the inspection that identified the incorrect planning was delayed by the Covid-19 pandemic restrictions, I do not find the company responsible for this. Therefore, although I appreciate that the customer was extremely frustrated by my preliminary decision, 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 3 January 2022 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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