

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X682

Date of Final Decision: 17 December 2021

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer is dissatisfied that the company has not been able to identify the cause of a leak at his property and then repair it. He states that the company provided him with a poor level of customer service when dealing with the issue. The customer's claim is for the company to diagnose the leak and pay him compensation for the service it provided him.

Response

The company disputes that it is liable to settle the customer's claim. It has gone "above and beyond" in its attempts to resolve the issue of water ingress into the customer's cellar. It carried out several extensive checks around the property's clean and waste assets, and no issues have been found on the assets. It investigated samples of the water and the results indicate that the leak is not from any waste pipework. It has gone above and beyond by repairing leaks found on private supply pipes, even though these pipes were not its responsibility. It is not required to carry out further action as the leaks found were on private supply pipes, and the water samples showed that the water was not coming from its pipework. It will not be paying the customer any compensation because there is nothing to indicate the service it provided the customer was poor.

Findings

I find that the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person. The evidence does not show that the leak is coming from the company's pipework or that the company is responsible for the leak for any other reason. Therefore, I am unable to direct the company to carry out further action in respect of the leak. I find that the evidence does not show that the company took an unreasonable amount of time to deal with the matter, in view of the complexity of the leak and the permissions it needed to obtain. The timeline the company has provided shows that the company took reasonable

steps to investigate the issue and there is no evidence of an avoidable delay on the company's part. The evidence does not show that the process of investigating the leak was prolonged due to any fault on the company's part, or that the company did not keep the customer reasonably updated on the progress of the matter.

Please note, this Preliminary Decision is subject to comments from both parties and the Findings may subsequently change. This will be recorded in a Final Decision. Please refer to the 'What happens next?' section for more information.

Outcome

The company does not need to take any further action.

The customer must reply by 19 January 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- In January 2020 he notified the company that water was leaking into his cellar and the leak had a sewage-like odour.
- The company was scheduled to carry out investigative/repair works at his property on 4 January 2021 but the works did not take place that day.
- He is dissatisfied with the pace of the works, which he states has been quite drawn out.
- The company also informed him that it would supply him with dehumidifiers, but it did not supply him with dehumidifiers. This issue delayed the sale of his property and affected the rental income.
- The customer's claim is for the company to diagnose the source of the leak, and pay him compensation for the service it provided to him.

The company's response is that:

- It is not always easy to identify the cause of water entering a customer's property and this often needs to be a process of elimination.
- It carried out several extensive checks around the property's clean and waste assets, and no issues were found with the assets. It investigated samples of the water which indicate that the leak is not coming from any clean or waste water pipework. As the leaks it found were from privately owned supply pipes, and the samples showed that the water was not coming from its pipework, the customer would need to arrange a resolution privately or approach his insurance company.
- It has advised the customer to contact the Environmental Health Department at the Local Council to carry out further investigations, and his insurance company for any claims for losses due to the water ingress.

- It has gone above and beyond by repairing leaks found on private supply pipes, even though these pipes were not its responsibility and the pipes did not meet the criteria for a free repair under the supply pipe repair scheme.
- It regrets that the customer believed that it would supply him with dehumidifiers. It would not supply dehumidifiers because the leak is not coming from its pipework.
- It understands that the process of investigating the leak has lasted some time. However, as the pipework concerned is privately owned, there are several steps it needed to follow to gain permission to access and carry out works on private land, especially when costs are to be passed onto those responsible for the leaking pipe. It arranged the works as soon as possible when the relevant permissions were obtained.
- It will not be offering the customer compensation because there is nothing to indicate that its service to the customer was poor.

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. The customer's complaint concerns the two main issues of whether the company has any responsibility in respect of the leak at the customer's property and whether the company is liable to pay the customer compensation in respect of the customer service it provided to him. I consider these issues in turn.

Responsibility for the leak

2. The customer requests that the company should diagnose the cause of the leak, however I find that the evidence does not show that the company is required to carry out further action in respect of the leak.
3. The company has set out its submissions in its defence and it has provided documentation to show the investigations it has carried out to identify the cause of and to resolve the leak. It has stated that the investigations revealed that the leak is not coming from its pipework. It repaired leaks identified on privately-owned pipework, but its further tests have revealed that it is unlikely those leaks were the cause or were contributing to the leak into the customer's cellar. On the basis of the investigations and tests it has carried out, the company has concluded that the leak is not coming from its pipework.
4. I have not been provided with evidence to dispute the company's findings regarding the source of the leak and the responsibility for the pipework. I have not seen evidence to show that the leak is coming from the company's pipework or that the company is responsible for the leak for any other reason. On this basis, I am unable to direct the company to carry out further action in respect of the leak.

Customer service

5. The customer believes that the company provided him with a poor level of customer service because the process of investigating the leak was quite drawn out, the company did not supply him with a dehumidifier, and it did not properly update him on the progress of the matter.
6. In relation to the time taken to investigate and resolve the matter, the evidence suggests to me that this case concerns a complex leak/series of leaks occurring over a number of privately-owned pipework. I find that the evidence does not show that the company took an unreasonable

amount of time to deal with the matter, in view of the complexity of the leak and the permissions it needed to obtain. The timeline the company has provided shows that the company took reasonable steps to investigate the issue and there is no evidence of an avoidable delay on the company's part. Below is a summary of some of the relevant evidence I have taken into account in this regard.

7. The customer first reported the leak to the company on 21 January 2020 and the matter was ongoing for over a year until around August 2021. Within this period, I note that on 24 and 27 January 2020, the company investigated the wastewater network, and it informed the customer about the responsibilities for private pipework. It carried out further investigations in late January 2020 and in February 2020 and identified a leak coming from a private supply pipe. In March 2020, it attempted to repair the leak under the free repair supply pipe policy. On 29 May 2020, it identified further leaks to a private supply and it commenced the process for serving notice on the owners of the pipework. In August 2020, it reconvened its investigations as the private owners had not carried out the works after its served notice on them. In October 2020, it made attempts to re-route a pipework which proved unsuccessful and it continued its communication with the owner of the pipework. There is record of further action from the company between December 2020 to August 2021, including sample testing, investigating and repairing privately owned pipework and attempts to install a meter at the customer's property.
8. I appreciate the customer's concerns that the process was drawn out. However, the evidence does not show that the process was prolonged due to any fault on the company's part.
9. In relation to a dehumidifier, there is no evidence that the company had informed the customer that it would supply him with a dehumidifier. The correspondence between the parties shows that the company informed the customer that it had carried out its investigative works on private pipework as a gesture of goodwill. The private owners of the pipework are responsible for any repairs and maintenance, and the customer would need to arrange a dehumidifier privately. I find that the company's decision regarding supplying a dehumidifier was reasonable, given that the evidence did not show that the leak was coming from pipework it owned.
10. In relation to updates on the progress of the works, the parties have provided a copy of the correspondence between them. Having reviewed the correspondence between the parties, I am satisfied that the company kept the customer reasonably informed on the progress of the matter.

11. For these reasons, I find that the company did not fail to provide its services to the customer to the standard to be reasonably expected by the average person. Therefore, the customer's claim for the company to carry out further works in respect of the leak and pay him compensation does not 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 19 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.



Ile Ezeogu LLB (Hons), Solicitor

Adjudicator