

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X783

Date of Final Decision: 17 March 2022

Party Details

Customers: The Customer

Company: The Company

Complaint

The company told the customer she had a leak on her private supply pipe and she had to locate and repair it. No leak was found on the customer's private pipework, but the customer was advised to replace her supply pipe and the work involved replacing her driveway. The leak was finally located on the company's meter. The customer spent over £6,000.00 on the work, yet the company has only paid £1,800.00 towards the repair and £100.00 for the inconvenience the customer has suffered. The customer requests an increased gesture of goodwill for poor service, and she would like the company to fully reimburse the cost of replacing her driveway.

Response

The company accepts that it should have identified the leak as being located on its meter fitting and not the customer's supply pipe. In view of this, the company has reimbursed the customer in the amount of £1,800.00 for replacing her supply pipe and reinstating her driveway. However, replacing the driveway was not necessary and, therefore, it denies responsibility to reimburse the customer further.

The company has not made an offer of settlement.

Findings

The evidence shows that that the company failed to provide its service to the standard reasonably expected by the average person by failing to locate the leak, and I accept that this caused the customer to incur costs. However, the evidence does not show that the customer's driveway needed to be replaced as part of the work, and the company has already paid the cost of replacing the supply pipe and reinstating the driveway. Therefore, I find the amount already

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paid fairly compensates the customer for the cost of the work. However, the amount paid for the distress and inconvenience suffered by the customer is too low, and I direct the company to pay the customer a further £100.00.

Outcome

I direct the company to pay the customer £100.00 in compensation for distress and inconvenience.

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Case Outline

The customer's complaint is that:

- In February 2021, she called the company and asked it to investigate a potential leak. The company attended but said that no noise could be heard and there was no water in the chamber, so the company's technician issued a waste water notice and told her the leak must be on her private pipework and she needed to find it and repair it.
- She engaged a contractor who dug up many areas of her driveway searching for the leak, but no leak was located. She was then advised to replace the supply pipe due to its age and had to replace the driveway in order to do this.
- In April 2021, a leak was discovered on the company's meter under the public pathway in front of her house. The company has said that it does not understand why its technician failed to detect the leak in February 2021 when they first attended. She also questions how the leak was missed, but the job notes provided by the company are not detailed enough to shed much light on the situation.
- She spent in excess of £6,000.00 trying to find the leak, yet the company initially gave her £100.00 for the inconvenience she suffered as a result of the company's actions and a further £700.00 for the cost of a contractor to locate the leak and mole a new supply, rather than dig up the existing driveway and replace it. The company then increased the offer by £1,100.00 and paid a leakage allowance of approximately £507.00.
- The company now says the work was unnecessary. If this is the case, she cannot understand why it told her that she had a private leak and she had six months to rectify it. Also, if the company had investigated properly in the first place, it would have established there was no private leak and she would not have incurred any expense.
- This situation has caused her distress and inconvenience and she would like the adjudicator to review her complaint and decide whether she should receive an increased gesture of goodwill for the poor service provided by the company. She would also like the company to reimburse the £6,000.00 she spent on digging up and replacing her driveway.

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The company's response is that:

- It accepts that it should have identified the leak as being located on the meter fitting and not the customer's private supply pipe, and it accepts this failure led to the customer incurring costs.
- In view of this, it reimbursed the customer in the amount of £1,800.00 for the repair costs, as per the invoice provided, which included the cost of replacing the supply pipe and reinstating the driveway. It paid the full cost of this invoice even though it questions whether it was necessary to replace the supply pipe as part of the works, rather than just expose the pipework, look for leaks, and reinstate the driveway.
- It does not accept that telling the customer that the leak was on her supply pipe directly led to the costs she incurred of over £6,000.00. This is because replacing the driveway was not necessary to find the leak.
- Therefore, it denies further responsibility to compensate the customer.

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 claim for a reimbursement of the full costs of replacing her driveway can only succeed if the evidence demonstrates that the company failed to provide its services to the

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standard reasonably expected by the average person, and the customer's losses were caused by the company's failing. Similarly, the customer's claim for compensation for distress and inconvenience can only succeed if the evidence shows that the service provided by the company failed to meet the expected standard and this caused the customer distress and inconvenience.

2. The company admits that it should have identified that the leak was coming from its asset located underneath the public footpath and not the customer's private supply pipe, and it accepts that it is liable to pay the customer's reasonable costs.
3. The company has provided two quotations in evidence that were supplied by the customer; the first is in the amount of £6,780.00 for leak detection works, replacing the supply pipe and replacing the driveway, and the second is in the amount of £1,800.00 for leak detection works, replacing the supply pipe and reinstating the driveway. The company says it has paid the lower quotation of £1,800.00 on the basis that it was not necessary to replace the driveway, and paying the first quotation would not be reasonable.
4. Having reviewed the evidence, I accept that the company's failure to locate the leak on its asset amounts to a failure to provide its service to the standard reasonably expected by the average person, and that the company should pay the costs that were reasonably incurred by the customer as a result of this failing. However, as the evidence shows that the customer could have had the work carried out without the drive being replaced, I accept that the company has already sufficiently compensated the customer for its failing by paying the amount shown in the lower quotation. Therefore, while I appreciate that my decision is not what the customer hoped for, the customer's claim for a further reimbursement cannot succeed.
5. The customer also claims compensation for the distress and inconvenience she suffered as a result of being mistakenly told that she had a private leak which she had to find and repair within six months, and then having disruptive and expensive work undertaken in order to try and locate the leak. The customer also complains that the company took ten months to accept partial liability, pay her £1,800.00 and grant her a leak allowance.

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6. As the evidence demonstrates that the company failed to provide its service to the expected standard, and this caused the customer to suffer distress and inconvenience, I accept that the company should compensate the customer in this regard.
7. The evidence shows that the company has already paid the customer £100.00 as a gesture of goodwill for the inconvenience its mistake caused, however, having reviewed the WATRS Guide to Compensation for Inconvenience and Distress, I find that the customer's claim falls into the lower to middle range of the 'Tier 2' category on the award scale and, therefore, I direct the company to pay the customer a further £100.00. I understand that this may be less than the customer was hoping for and she may be disappointed, however, I find this a reasonable amount of compensation for the level of distress and inconvenience the evidence shows the customer suffered as a result of the company's failing.
8. Following the preliminary decision, the customer made some additional comments. I have already considered some of the issues raised in my decision, so I find no need to consider them again. However, the customer says that my decision that the driveway did not have to be replaced is incorrect as they had no choice but to replace the driveway after such extensive damage was caused by looking for the leak. For clarity, I must explain that I came to the conclusion that the driveway did not have to be replaced after reviewing the quotations provided in evidence. As one quotation was for the replacement of the driveway and the other quotation was for the reinstatement of the driveway, I found that the driveway could either be replaced or reinstated. I consider this finding reasonable as a contractor would not normally provide a quotation for work that could not be carried out. In view of this, while I understand the customer's disappointment, my decision remains unchanged.

Outcome

I direct the company to pay the customer £100.00 in compensation for distress and inconvenience.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 31 March 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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