

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X810

Date of Final Decision: 15 March 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer says the company's contractors incorrectly told him there was a leak on his supply pipe, causing confusion. However, in carrying out works they disrupted his supply pipe and he believes this has resulted in a leak recently identified. He wants the company to relay his supply pipe, apologise for the incorrect information given by its contractors and provide a leak allowance.

Response

The company says it had already apologised for the misinformation provided by its contractors. They did not cause any damage to the customer's supply pipe and are not responsible for the leak. The customer has to repair the leak on his private supply pipe and once he has done so it will provide a leak allowance. It denies the claim.

Findings

The evidence does not show the company failed to provide its services to the standard to be reasonably expected.

Outcome

The company does not need to take any further action.

The customer must reply by 12 April 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company fixed a leak on its communication pipe in 2017. At the time the company's contractor said there was a leak on his supply pipe however following investigations the company found this was not correct. The incorrect advice from the contractor caused confusion.
- His supply pipe is now leaking and he believes this is due to damage caused by the company in 2017.
- He wants the company to relay his supply pipe, apologise for the incorrect information given by its contractors and provide a leak allowance.
- In comments on the company's response, the customer says he remained unhappy. He says in 2017 the contractors told him there would likely be further leaks along the pipe due to their work. No-one can say how long the leak has been ongoing or identify where the leak is along his supply pipe.
- In comments on a preliminary decision the customer said the decision did not address his complaint. He was aware of his responsibility regarding the supply pipe. He had two leaks on his supply. The second as a result of the work carried out by the company's contractor. During the second repair the workmen said that as a result of their work there would more than likely be further leaks along this pipe. The current leak was only identified when he had a radiator changed. No one knows exactly where the leak is or how long it has been leaking, so he did not understand how the company could say the leak was 5.5m from the supply.

The company's response is that:

- In 2017 it found a leak on its communication pipe which it repaired.

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- Upon contact from the customer it investigated if there was any leak on his supply pipe and found no evidence of one. It apologised that its contactor provided incorrect information by letter at the time.
- In November 2021 the customer contacted it concerned of a leak. It investigated and found no leak on its pipework but determined the leak was on the customer's supply pipe.
- The customer is responsible for repairing his private pipework.
- Once a leak on a private supply pipe (within the customer's boundary) has been identified, a customer must arrange to have any leaks on their supply pipe repaired as soon as possible and within 30 days of the leak being identified in order to obtain a full leak allowance.
- Although the customer has not repaired the leaking supply pipe within the 30 day deadline, it will apply a leak allowance once the leak has been fully repaired.
- It denies its contractors caused any damage to the customer's supply pipe. There was no evidence the leak had been ongoing since 2017, rather water usage has been consistent until it increased significantly from October 2021.

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. Given the customer's recollection of conversations with the company's contractors, it is understandable that he would consider them responsible for the current leak on his pipework. However, it does not follow that they are responsible. There could be many reasons for the leak. I have to consider the evidence available and decide if it shows the company is responsible.
2. It is not in dispute that the company investigated a reported leak in 2017 and found no evidence of one on the customer's supply pipe. There were no further reports of a leak or concerns of increased usage until the customer contacted the company in November 2021. And the company has provided records of the customer's meter readings which show consistent usage until October 2021 and then a spike on the December 2021 reading. In light of this information I consider on balance that the leak started recently. There is no evidence to show it has been ongoing since 2017. Further, there is a lack of evidence to show the contractors caused any damage or disruption to the customer's supply pipe in 2017 that may have resulted in the leak.
3. The company has no obligation to repair a leak on the customer's private pipework or to replace his supply pipe. And, as I cannot say the company is otherwise responsible for the leak, there were no grounds for it to offer to do so. I find no evidence it failed to provide its services to the standard to be reasonably expected in this regard.
4. It is not in dispute that the company previously acknowledged and apologised for its contractor incorrectly suggesting there was a leak on the customer's supply pipe in 2017. I consider this was an appropriate response and I therefore do not find the company failed to provide its services to the standard to be reasonably expected.
5. As I have found no failing by the company, the customer's claim is unable to succeed. I appreciate the customer will be disappointed with this outcome, however I must reach findings based on the information and evidence available.
6. To address the customer's comments on my preliminary decision, the company has identified the leak is on the customer's supply. It does not have to pinpoint the exact location of the leak though it may have offered advice on this. It remains for the customer to take steps to repair the leak. The company has no further obligation and the evidence does not show it failed to provide its services to the standard to be reasonably expected.

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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 April 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.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)
Adjudicator

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