

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X876

Date of Final Decision: 21 April 2022

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer claims that the company has failed to install a water meter within a reasonable period and failed to remedy a leak from its pipework which has been damaging her property since 2011. The customer is seeking the company to apologise and pay compensation of £10,00.00 to make repairs to her property and reflect the inconvenience and distress caused by the delay.

#### Response

The company admits a delay in installing a water meter and, following the installation of the meter in April 2021, compensated the customer for any inconvenience caused by the delay with the goodwill payments totalling £225.00. Concerning the alleged leak, the company has thoroughly investigated the issues and found that there was no evidence of a leak at the property. The customer was advised that the damage was likely to be caused by a build-up of soil against the property's exterior wall, which is a private matter and the responsibility of the customer. Furthermore, any additional compensation for customer service failures is not appropriate as the company has already offered an apology and a further £75.00 as a gesture of goodwill regarding any service failures. The company has not made any offers of settlement.

#### Findings

I am satisfied the evidence points to the fact that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person regarding the installation of the water meter. Regarding customer service, I am satisfied where there were failings to the service provided, the customer has been adequately compensated, and no further sums are due.

#### Outcome

The company shall pay the customer £50.00.

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

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# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X876

Date of Final Decision: 21 April 2022

## Case Outline

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

- The company has failed to install a water meter within a reasonable period and could not remedy a leak from its pipework which has been damaging her property since 2011.
- The customer is seeking the company to apologise and pay compensation of £10,00.00 to make repairs to her property and reflect the inconvenience and distress caused by the delay.

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

- It admits a delay in installing a water meter and, following the installation of the meter in April 2021, compensated the customer for any inconvenience caused by the delay with the goodwill payments totalling £225.
- Concerning the alleged leak, the company has thoroughly investigated the issues and found that there was no evidence of a leak at the property.
- The customer was advised that the damage was likely to be caused by a build-up of soil against the property's exterior wall, which is a private matter and the responsibility of the customer.
- Furthermore, any additional compensation for customer service failures is not appropriate as the company has already offered an apology and a further £75.00 as a gesture of goodwill regarding any service failures

## 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.

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2. Whether or not the customer has suffered any financial loss or another disadvantage as a result of a failure 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 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 dispute centres on whether the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning installing a new water meter and remedying a leak from its pipework.
2. The company must meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a leak report, the company needs to thoroughly investigate if the company's pipework is to blame and, if repairs are required, make such repairs to prevent further leaks.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that customer first contacted the company to request a water meter application form on 10 March 2011. I understand that a form was sent by post. However, the company never received a completed form.
5. On 12 March 2021, the customer contacted the company to query her bill and advised the company that she would be applying for a water meter via the company's online application form.
6. On 14 June 2012, the customer contacted the company to query historic water ingress at her property, which she believed came from the company's pipework. The company organised a site visit and found no indications of a leak from the company's pipework, and any drainage issues that the customer was experiencing would most likely fall under the Highways Agency's remit.

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7. On 24 November 2014, the customer submitted an application form for a water meter to be fitted at her property. A site visit was undertaken in December 2014, and the customer was advised that a meter could be fitted underneath the footpath outside her property. However, the evidence shows that the site visit was not followed up by the company's metering team, and a meter was not installed.
8. In October 2020, the customer contacted the company to query why a meter had not been installed and why her property was still experiencing damp issues. I understand that the company apologised and provided the customer with a £75.00 goodwill gesture for the delay in the meter installation. I understand that the company also advised the customer that after a couple of meter readings, it would be able to retrospectively apply metered charges for water and sewerage services provided at the property from the date of the survey to remedy any financial loss caused by the delay in installing the water meter.
9. I understand that the customer remained unhappy with the company's response and, on 24 February 2021, progressed matters to CCWater to resolve. Following CCWater's involvement, I understand that the company offered a further gesture of goodwill of £150 and backdated the metered charges to 2007 to recognise previous opportunities where the company could have offered the customer a water meter.
10. In addition to this, the company reattended the property on 6 April 2021 to further investigate why the property was still experiencing damp issues. It was found that the soil directly against the property was higher than the damp coursing and vent bricks, which would be a substantial contributing factor to the damp issues. Furthermore, the front garden is on quite a slope from the top of the path to the front of the property, which means that during periods of heavy rain, the path directly opposite the property runs like a river directly to the property. The company was of the view that both of these issues were not the company's responsibility and that the customer should contact her insurer, which I understand, she was unwillingly to do.
11. I understand that the customer remained unhappy with the company's position and, on 20 December 2021, commenced the WATRS adjudication process.
12. Concerning whether the company installed the water meter within a reasonable period, as shown by the company's response documentation, the site visit in 2014 was not followed up by the

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company's metering team, which led to a meter not being installed until April 2021. The company accepts it failed the customer in this respect and has apologised and compensated the customer for any inconvenience caused by the delay with the goodwill payments totalling £225.00. On carefully reviewing all the evidence, I am satisfied that had the company taken early, and decisive action, the installation of the customer's meter could have been undertaken in 2014.

13. Therefore, I find there are grounds to conclude the company has failed to provide its services to the standard to be reasonably expected by the average person concerning the meter installation. The company states that it has apologised and credited the customer £225.00 to recognise its failures. However, I believe that this does not adequately compensate the customer for the six-year delay in installing the meter.
14. On carefully reviewing all the evidence and considering the length of time that this dispute has been ongoing and the level of inconvenience, I am satisfied that these failures fall within Tier 2 of the WATRS Guide to Compensation for Inconvenience and Distress. I consider that a further £50.00 would adequately cover the customer for the inconvenience caused by the company's failings. Accordingly, I direct the company to pay the customer a further £50.00 for this aspect of her claim.
15. Concerning whether the company is liable for the dampness experienced by the customer within her property, the evidence shows that the likely cause of the dampness was the soil build-up against the customer's property, not, as suggested by the customer, a leak from the company's pipework. After careful analysis of all the evidence, I find that the company did investigate the dampness as best it could once it was alerted to the incident and acted appropriately according to the results of its investigations. Considering the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning investigating the source of the dampness at the customer's property. Accordingly, this aspect of the customer's claim fails.
16. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained why the dampness within the customer's property did not originate from the company's pipework. Furthermore, reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the

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circumstances. Where there were failings to the service provided, I find that the customer has been adequately compensated, and no further sums are due.

17. The customer and company have both made minor comments on the preliminary decision. Having carefully considered each aspect of both sets of comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.

18. Considering the above, I find the evidence shows that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the installation of the water meter. Regarding customer service, I am satisfied where there were failings to the service provided, the customer has been adequately compensated, and no further sums are due. Therefore, I direct the company to pay £50.00 to the customer.

#### **Outcome**

The company shall pay £50.00 to the customer.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 19 May 2022 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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**Mark Ledger FCI Arb  
Adjudicator**

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