

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X062

Date of Decision: 28 July 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer has a dispute with the company regarding the payment of compensation for the repair of a leaking pipe. The customer asserts that the company should have made all householders aware of a potential leaking pipe prior to him purchasing his property. After taking possession of his house a leak was identified on a shared private supply pipe and he has had to contribute to repair costs when he believes the previous owner should be responsible. The customer claims that, despite ongoing discussions with the company and the involvement of CCWater, the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to pay him compensation in the amount of £10, 944.60.

Response

The company says it was unable to identify the location of a water leak prior to the customer purchasing the property. The company says that following its ongoing investigations it established that the leak was located on a private supply pipe and not on any of its assets. The company says it has complied with its own leakage procedures. The company has not made any formal offer of settlement to the customer and denies that compensation is due.

Findings

The claim does not succeed. I find that the evidence does not support that the company erred in not definitively identifying the location of a leak in a shorter period of time and in not advising all surrounding properties of the possibility of a leaking pipe. I find that the evidence shows that the company has provided its services to a reasonable level and has managed the customer's account to the level to be reasonably expected by the average person.

Outcome

The company does not need to take further action.

The customer must reply by 25 August 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- He has experienced an ongoing dispute with the company concerning issues with the identification and repair of a water supply pipe. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- He purchased his property on 19 May 2020. He took note that the company was often to be seen digging up the private road outside his house.
- On 14 January 2021 he received a notice from the company advising him that he had twenty-eight days to repair a leak on a supply pipe shared with two neighbouring properties.
- He immediately contacted the company and was advised that it had been initially informed of leaks around the meters in March 2020.
- On 03 February 2021 he made an official complaint to the company and requested proof of the location of the leak and questioned why the owners of his property had not been advised prior to his purchasing the house.
- The company advised that the owner of a neighbouring property had referred the matter to his insurers who in turn had instructed a contractor to undertake work on the private supply pipe in February 2021.
- In response to his complaint the company had its regional manager attend his property on 27 February 2021 and the manager confirmed that the company had undertaken investigatory works following being advised of a leak in March 2020.
- The manager provided a timeline of events since March 2020, and this indicated that the company had been giving contradictory information and explanations.
- He was dissatisfied with the company's explanation as to why it had not informed the previous owner of his property of the leak situation and noted that he was not made aware of the problem prior to purchase but was now expected to contribute towards the pipe repair costs.
- Believing the company had not properly addressed his concerns he, on 10 September 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf.

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- The records show that CCWater contacted the company on 16 November 2021 and requested an explanation of the company's position. CCWater sent a second request for information on 08 December 2021 and the company responded with its communication dated 20 December 2021 and reiterated its previously explained position that the covid lockdown restrictions hampered its work, but it continued investigations between May and December 2021 before identifying the leak was on a private shared pipe.
- On 14 January 2022 CCWater had concluded that the company's response was its final position, and it could not take any further measures to have the company change its position and was thus closing his case.
- He informed CCWater that he was unhappy with the company response and thus CCWater made a fresh request to the company for additional comments. The company responded on 08 April 2022, but again refused to reimburse the customer the amount he was seeking.
- Continuing to be dissatisfied with the response of the company he has, on 19 May 2022, referred the matter to the WATRS Scheme where he requests that the company be directed to pay him compensation in the amount of £10,944.60.

The company's response is that:

- It provided its response to the claim in its submission submitted on 11 July 2022.
- It confirms that it was first made aware of pooling water in March 2020.
- It carried out investigations between March and December 2020 but states that searching for the location of the leaks was a complex process due to the pipework situation in the area.
- Its responsibility for the pipework ends at the boundary stop-tap [bst] located at a nearby public house, but it retains responsibility for any other stop-taps or check valves that are located beyond the bst.
- It has not received any contact from the insurance company that appointed the works contractor and thus understands it is not seeking to place responsibility for the repairs on the company.
- The contractor appointed by the insurers believed the leak was located between the bst and the stop-taps to each individual property. The company asserts that this supports its position that it was not able to identify the location of the leak prior to December 2020.
- It notes the customer's insurance does not include for leak repairs and this explains why the insurers are seeking recompense from the customer. The company notes that the amount claimed by the insurers is only £2,826.20 and not the £10,944.60 requested by the customer.

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- In summary, it believes the works carried out were on a private water supply and thus it is not responsible to either undertake repairs or contribute to the cost of repairs done by third parties.

The customer's comments on the company's response are that:

- On 11 July 2022, the customer submitted comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.
- The customer states that the company's response does not explain why it did not advise the affected properties of a suspected leak and an unmetered supply pipe in March 2020. The customer asserts that had the company so informed the affected households then responsibility for repair costs would have rested with the previous owner of his house. The customer also states that he was disappointed that CCWater never approached the company further to request that it increase its compensation offer up to around £4,000.00.

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 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 relates to the customer's dissatisfaction that the company has refused to compensate him for the costs of repairing a leaking private pipe.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. It seems to me that the crux of the dispute revolves around whether the company should have advised all properties in the neighbourhood of a potential leaking pipe when it was first notified in March 2020.
4. The customer believes that the company should have so notified all neighbouring households in terms of its own Code of Conduct. I am not provided with a document so titled.
5. However, I can make reference to a company document titled "*Our procedure on leakage – for household customers*".
6. This document states :-

Who is responsible for leaking pipes?

We are responsible for: all the pipes on the mains network ("mains pipes"), including repairing and replacing them when necessary.

Supply pipe leaks

The supply pipe is your responsibility to repair and although we have no legal obligation to maintain it we will do the following:

- *Notify you as soon as we find, or suspect a leak on your supply pipe*

7. I am satisfied that the bulleted point is the most relevant. It seems to me that the evidence shows that the company did not find nor suspect a leak on the customer's private supply pipe until December 2020.
8. The company has submitted a timetable of events between 03 March 2020 and 08 December 2020.
9. The parties agree that the company was first made aware of pooling water on 03 March 2020 and carried out site investigations on 05 March 2020.
10. The company has stated that at that time it could not identify the source of the leaking water, and as such its priority was to ensure its own assets were not the cause of the leak.

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11. The company has submitted a plan of the water pipework in the area surrounding the customer's dwelling. The company states that its assets terminate at the bst close to the public house. I can see from my examination of the plan that the customer's property, along with two others, is supplied by a private pipe running from the bst.
12. The company states that it has no plans of the private pipework, nor any knowledge of properties served by it.
13. I can further see that the company completed its investigations in November 2020 and concluded that any leak in the area was not originating from any of its assets. The company immediately issued a Waste Water Notice on 08 December 2020 to the property owners responsible for the private pipe.
14. I note that the repair works were carried out by a contractor appointed by the insurer of one of the neighbouring properties that receives supply from the private pipe.
15. In an e-mail dated 13 December 2021 from the insurer's legal representative to the customer, it is confirmed that the leak was located on the private pipeline between the bst and the meter box containing the meters of the three properties responsible for the pipe. The length of pipe was estimated to be approximately 103 metres. I am satisfied that this item of correspondence confirms that the leak was located on the customer's shared private supply pipe.
16. As such, I find that the company is not responsible for maintaining or repairing the pipe.
17. I am also satisfied that the company acted correctly in waiting until it had completed its investigations prior to advising the users of the private pipe.
18. Similarly, I find that the company's position that it would only respond to the person making the leakage complaint is also compliant with its leakage policy.
19. I do not find that the company was in breach of its own leakage policy.
20. In his claim to the WATRS Scheme the customer requests that the company be directed to pay him compensation in the total amount of £10,944.60, and submits invoices raised by the insurer's contractor in the amount £8,494.60. However, in the e-mail dated 13 December 2021 from the insurer's legal representative it is stated that the customer is due to pay one-third of this amount at £2,826.20.
21. As I have noted earlier in this Decision, I am satisfied that the company is not responsible for repairing the private pipe and as such I find refunding the customer for his share of the repair works is not appropriate. I shall not direct the company to make such refund.
22. The customer has also requested that he be paid £2,500.00 as compensation for distress.

23. I am satisfied that the evidence does not establish that any act or omission on the part of the company contributed to any distress that the customer may have experienced. Consequently, I find compensation is not applicable and I shall not direct the company to make such payment.
24. My conclusion on the main issues is that the company has not failed to provide its services to the standard to be reasonably expected by the average person, and the evidence does not confirm that the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 19 July 2022.
- The customer has, also on 19 July 2022, submitted comments on the Preliminary Decision.
- The customer reiterated his previous position that the company took too long to identify the location of the leak, but additional evidence is not provided.
- I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- Having read the response of the customer I am satisfied that no amendments are required to the Preliminary Decision.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 25 August 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.

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Adjudicator

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