

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X898

Date of Decision: 04 May 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer has a dispute with the company regarding its refusal to refund costs he incurred when repairing a leaking pipe that he claims was caused by actions of the company. The customer asserts that the company's works to replace a damaged exterior stop tap caused the leak on his private supply pipe. The customer says the company has denied causing the leak and state that it was present before it replaced the tap. 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 reimburse the costs he incurred in repairing the leak.

#### Response

The company says it discovered the leak during routine maintenance procedures, and that the necessary replacement of the stop tap did not cause the problem on the customer's private pipe. The company asserts that as the leak is on a private pipe it has no responsibility for repairing the leak nor for refunding the customer. The company has not made an offer of settlement to the customer and confirms that it will not reimburse his costs as claimed.

#### Findings

I find that the evidence does not support, on a balance of probabilities, that the company caused the leak or exacerbated any existing leak. I find that the evidence does not establish that any error or omission on the part of the company led to the pipe leakage under the customer's driveway. Overall, I find that the company has not failed to provide its services to a reasonable level and has not failed to manage 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 01 June 2022 to accept or reject this decision.

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**ADJUDICATOR'S 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 water supply and wastewater/sewerage charges. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- On 06 July 2021 the company replaced the external stop tap (EST) adjacent to his property. The customer asserts that the company identified that a leak was present on his side of the EST, but it did not inform of this at the time.
- On 07 July 2021 he identified that water was visible on his driveway close to the EST.
- He made the company aware of the water on his driveway, and on 19 July 2021 company engineers attended his property, made investigations, and advised him that a leak was present on his side of the EST.
- He does not agree with the company's position that the leak was present prior to it replacing the EST, and he contends that it cannot be a coincidence that the water on his driveway appeared within twenty-four hours of the company completing its works.
- He believes that either the company caused the leak or that its works at the EST made an existing leak worse.
- He notes that on 03 August 2021 the company issued him with a Section 75 Statutory Notice.
- He undertook works to have the leaking pipe under his driveway repaired and the damage to his driveway remedied. The customer states the cost of these works was £1,600.00, and his request to the company to have it refund this cost has been rejected.
- Believing the company had not properly addressed his concerns he, on 02 December 2021, escalated his complaint to CCWater who took up the dispute with the company on his behalf. The records show that CCWater contacted the company on 21 December

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2021 and requested more detailed information from it and to review the customer service provided.

- CCWater contacted him on 10 January 2022 to inform him that it had received a formal response from the company answering in reasonable detail the questions posed to it.
- CCWater returned to the company advising it that the customer did not agree with several points in its response.
- On 09 February 2022, CCWater informed him that the company had confirmed that it had not changed its position and would not agree to refund the costs he was claiming. CCWater also informed him that it could not take any further action to have the company change its position and was therefore closing his complaint.
- The customer remains dissatisfied with the response of the company and has, on 22 March 2022, referred the matter to the WATRS Scheme where he requests that the company be directed to pay him compensation in the amount of £1,600.00.

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

- It provided its response to the claim in its submission dated 28 March 2022.
- It identified a leak on the customer's side of the EST and informed him of the discovery on 19 July 2021.
- Having received no reply from the customer or identified any measures taken by the customer it issued a Section 75 Statutory Notice on 03 August 2021.
- On 11 August 2021 the customer advised it that the leaking pipe had been repaired but its inspection of the works on the same day identified that the pipe was still leaking and losing 900 litres per hour.
- Consequently, it advised the customer, on 24 August 2021 that it intended to carry out repairs to the pipe under the Section 75 Notice. However, on 28 August 2021 the customer informed it that he planned to replace the entire lead supply pipe.
- It acknowledges that the customer maintained contact with it throughout the months of October, November, and December 2021, and that it was contacted by CCWater on behalf of the customer on 21 December 2021.

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- In summary, it states that it identified a leak during a proactive general search for any leaks in its assets, and identified that the EST that served the customer's property was not functioning. Until the EST was replaced it was not possible to identify if the leak was on its side of the tap or on the customer's, but after the replacement it identified that the leak was on the consumer side of the tap.
- It refuses to pay compensation to the customer because the leak is on his private supply pipe, and it did not cause the leak.

### **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 reimburse the expenses he incurred in repairing his driveway after it was damaged by a leak cause by the company.

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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. I can see that the parties agree that the company undertook routine testing of the water supply network in the customer's area and the company identified that the EST that served the customer's property was not working.
4. The parties also agree that on 06 July 2021 the company replaced the EST. The company asserts that, following the replacement, the meter was rotating and this indicated a leak on the customer's supply pipe.
5. The following day, 07 July 2021, the customer identified water standing on his driveway, and asserts that the water only appeared after the company had completed its works at the EST. Based on this observation, the customer contends that either the company's works caused the leak or that the works exacerbated an existing leak.
6. I see that the company asserts that there was a pre-existing leak prior to changing the EST, and having identified a leak its investigations further identified that the EST was non-functional. Thus, it was replaced.
7. After replacing the EST the company identified that the leak remained ongoing and located it on the customer's private supply pipe, a pipe that commences on the customer's side of the EST.
8. The customer contends that there was no evidence of a leak on his supply pipe prior to the company changing the EST. Whilst I sympathise with the customer and can understand why he believes the timing of events cannot be coincidental, I am not persuaded that the evidence submitted to me establishes that the company engineers were mistaken when identifying a leak somewhere in the system.
9. Additionally, even if the customer is correct in his assertion that the company's work made the leak worse, I remain satisfied that the company was obliged to change the inoperable EST in compliance with its statutory duty to maintain and operate the water supply network under its control.
10. I can see that the customer contacted the company on 28 August 2021 and advised it that he had replaced the existing lead supply pipe at a cost of £1,600.00 and was

seeking reimbursement from the company “...as the cause of the leak was the works carried out by REDCATED between the dates of July 5th & 7th.”

11. However, I find that the evidence does not support the customer’s statement. I do not accept that the evidence establishes that any error or omission by the company directly resulted in the flooding to the customer’s driveway.
12. In his application to the WATRS Scheme the customer requests the adjudicator direct the company to reimburse the £1,600.00 costs, notwithstanding he does not supply any substantiation of these costs.
13. As I find that there is no evidence of any company culpability, it thus follows that I also find that reimbursement of repair costs is not appropriate. I shall not direct the company to refund the costs.
14. 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 in respect of its maintenance of its assets and in its handling of the customer’s complaints.

### The Preliminary Decision

- The Preliminary Decision was issued to the parties on 20 April 2022.
- The customer has, also on 20 April 2022, submitted comments on the Preliminary Decision.
- The customer reiterates his belief that the presence of water on his driveway the day after the company undertook repair works adjacent to his property was not a coincidence.
- The customer states that he believes the adjudicator did not consider that the company repair works could have made an existing leak worse.
- However, I find that the evidence does not establish that the company repairs exacerbated an existing leak.
- I am thus 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 01 June 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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Peter R Sansom  
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Member, CI Arb Business Arbitration Panel.  
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.  
Member, CEDR Arbitration Panel.  
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## Adjudicator

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