

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X899

Date of Final Decision: 3 May 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company turned on her stop tap despite an agreement to keep it closed. This led to leaks on her private pipework and an increase in her charges. The customer is seeking the company to repair her supply pipe, remove any charges, apologise and pay compensation of £10,00.00 to reflect the inconvenience and distress caused by the leaks.

Response

The company says it has not contributed to the private leak experienced by the customer by turning on the stop tap and it has not hindered the customer's ability to identify and repair the leak on her private pipework. Furthermore, it has investigated the customer's complaint thoroughly, chased the wholesaler and tried to resolve it. The customer has been provided bills based on her consumption and been granted a leak allowance by the wholesaler, and she is not eligible for any further allowances. The company has not made any offers of settlement.

Findings

I am satisfied I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the customer's leak allowance or the customer's ability to identify and repair the leak on her private pipework. Furthermore, I am satisfied there have been no failings concerning customer service.

Outcome

The company needs to take no further action.

The customer must reply by 24 May 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company the company turned on her stop tap despite an agreement to keep it closed. This led to leaks on her private pipework and an increase in her charges.
- The customer is seeking the company to repair her supply pipe, remove any charges, apologise and pay compensation of £10,00.00 to reflect the inconvenience and distress caused by the leaks.

The company's response is that:

- It has not contributed to the private leak experienced by the customer by turning on the stop tap and it has not hindered the customer's ability to identify and repair the leak on her private pipework.
- Furthermore, it has investigated the customer's complaint thoroughly, chased the wholesaler and tried to resolve it.
- The customer has been provided bills based on her consumption and been granted a leak allowance by the wholesaler, and she is not eligible for any further allowances.

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 another disadvantage as a result of a failure by the company.

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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 turning on the customer's stop tap and helping to identify and remedying a leak from the customer's 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. Since April 2017, a non-household customer only has a relationship with the company, not the wholesaler. Therefore, if a non-household customer has an issue with their water supply or sewerage services, they must approach the company, which is responsible for chasing the wholesaler and trying to resolve the matter. Accordingly, all parties must bear in mind that I cannot find the company liable for something that only the wholesaler is responsible for within this decision.
5. From the evidence put forward by the customer and the company, I understand that the wholesaler had been notified on 24 June 2020 by a call to its emergency line from a neighbour that a leak existed on the customer's supply pipe and that the stop tap had been turned off. I understand that following this call the wholesaler attended the property and turned the stop tap back on.
6. On 6 July 2020, the company received notification from the wholesaler that a potential leak had been identified at the customer's property. The evidence shows that the company after requesting

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an updated meter reading opened a high consumption case and contacted the customer to advise the possibility of a leak on her pipework.

7. On 17 July 2020, the customer contacted the company advising that the water had been turned off at the stop tap and that they wished to apply for a leak allowance. Various discussions then took place between the company, the wholesaler and the customer regarding whom was responsible for the leak and its repair costs. The customer was of the view that the leakage must have been caused by the wholesaler turning the supply on at some point before 24 June 2020 as they had an agreement that the supply would remain closed. The wholesaler was of the view that as the leak was on the customer's supply pipe it would not be arranging a repair on the customer's behalf.
8. The company undertook further investigation and found that in 2003 following the incorrect installation of a meter, that wholesaler had agreed that the supply would be kept turned off. The wholesaler then went on to advise that between 2003 until May 2020 they had not completed any work in the area. However, in May 2020, the wholesaler received contact from the customer's neighbour regarding a possible leak which was causing the neighbour to receive no water or low pressure.
9. The evidence shows that the wholesaler's contractor may have turned on the customer's stop tap during this mains repair, however, it could not be certain. Following the leak identified on 24 June 2020 the wholesaler reviewed the meter reads and concluded that the customer's stop valve was turned on sometime after 19 February 2020. Considering the company's findings, the wholesaler agreed to provide an allowance to the customer of 695m³. The entirety of the water consumed while the stop tap was turned on.
10. However, the customer was unhappy as she was of the view that had the wholesaler not turned on the supply subsequent leaks would have not occurred. The wholesaler said that there was no evidence to indicate that any leakage was caused by the wholesaler and it had provided an allowance for the period the supply was on and leaking as they were unable to confirm who had turned on the supply, however, the leak itself was on the customer's private supply pipe and was their responsibility to repair.

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11. I understand that the customer remained unhappy with the company's responses and, on 23 June 2021, progressed matters to CCWater to resolve. The company was of the view that it cannot be held responsible for the wholesaler's own leak detection activities or be held liable for a private supply pipe leak which may or may not have been caused by actions undertaken by the wholesaler or its subcontractors. I understand that the customer remained unhappy with the company's position and, on 11 March 2021, commenced the WATRS adjudication process.
12. Concerning whether the company is liable for the repairs to the customer's supply pipe due to the turning on of the customer's stop valve. The evidence shows that the customer's stop valve was turned on sometime after 19 February 2020. On review of the evidence, I find I cannot say with any certainty that it was the wholesaler or its contractor who turned the stop tap on, only that it was turned on. The company is a water retailer and has no legal duty to monitor, repair or replace any customer's private supply pipe and in this instance is unconnected to the fact that the stop tap was turned on. Furthermore, I cannot find the company liable for something that only the wholesaler is or possibly be responsible for.
13. On reviewing the evidence, I find that I am not persuaded that the company contributed to any inflated billing for the customer based on leakage. The evidence shows that following the notification by the wholesaler of leakage at the property, the company acted and advised the customer that a leak had been identified and that the wholesaler had classified this as a private leak which required repair by the customer. In addition, I find that that the company is entitled to continue to bill the customer for any fixed charges and any consumption recorded through the meter. However, I find it reasonable that the company has offered to support the customer in having the meter permanently disconnected if required.
14. As to whether the company sufficiently challenged the wholesaler on their decision not to repair the customer's pipework, the company states within its response that it has discussed the dispute with the wholesaler who maintains that there is no evidence to indicate that any leakage was caused by it. The wholesaler also stated that it had provided an allowance for the period the supply was on and leaking as they were unable to confirm who had turned on the supply, however, the leak itself was on the customer's private supply pipe and was their responsibility to repair. On review of the various correspondence put forward in evidence, I find that the company has fulfilled its duty to the customer by challenging the wholesaler on its decision. Therefore, I find there are no grounds to conclude the company has failed to provide its services to the customer to the

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standard to be reasonably expected by the average person concerning challenging the wholesaler on its decision.

15. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the wholesaler will not repair the customer's private pipework. This is shown by the correspondence put forward by the customer and company as evidence.

16. The customer has made various comments on the preliminary decision. Having carefully considered each aspect of the customer's response I find that they do not change my findings, which remain unaltered from the preliminary decision.

17. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the stop tap and leak on the customer's supply pipe, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service

Outcome

The company needs to take no further action

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 24 May 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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**Mark Ledger FCI Arb
Adjudicator**

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