

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X920

Date of Final Decision: 26 May 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer says the company has wrongly refused to carry out works to separate his shared supply and provided an incorrect quote for a new stop tap. He wants the company to provide an amended quote, waive the charge for a new connection and separate his shared supply at its own cost.

#### Response

The company says the customer is responsible for any works to his private supply pipe. Further it has no record of a conversation between the customer and its engineer, as suggested by the customer. 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 action.

The customer must reply by 27 June 2022 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

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## Case Outline

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

- He has a shared water supply with his neighbour.
- He would like the company to carry out works to supply him directly, however the company says he must pay for works to his supply pipe as this is private pipework.
- He disagrees with the company given the length of the supply pipe and as part of it is on public land. While CCWater refer to this as third party land it is in fact owned by the council and is unadopted highway.
- The company gave him a quote for a new stop tap but another of its engineers said he needed a smaller pipe size than quoted and there was no need for traffic management costs. This engineer agreed to send a further quote but this was not provided.
- He claims for the company to provide a second quote, waive the new connection fee and separate the shared supply at its own cost.
- In comments on the company's response he reiterates his points and says his case was a special circumstance and so the Ofwat guidelines did not apply.
- In comments on a preliminary decision the customer says the company's communication has not been great and he is unsure what he needs to do to improve his water supply. He did not act on the original engineer quote because he was awaiting the further revised quote promised by the second engineer. He is unhappy the original quote has since expired. He wants the company to confirm the works required and honour the original quote for a further six months.

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

- The customer shares a water supply pipe with his neighbour.
- The customer asked the company to provide an individual supply to each property. However, the customer is responsible for any works to his private supply pipe.

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- The Ofwat guidelines say pipework which is shared and serves more than one property which runs through the highway, is still the responsibility of those fed by the supply.
- It gave the customer a quote for a new stop tap following an engineer visit. The customer said a second engineer provided differing information, however it has no record of this conversation and the price would be the same in any event.

### 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.

### How was this decision reached?

1. Ofwat publishes information on its website about pipework ownership. This says supply pipes are the property owner's responsibility to maintain, including where laid under the highway and where this is a shared supply pipe. Ofwat say there may be special cases in some areas, and a property owner should contact their water company and consult the deeds to their property to find out more.
2. The company maintains it is not responsible for works to the customer's supply pipe, which it considers to be private pipework. I note this is in line with Ofwat guidance. While the customer believes his circumstances are a special case there is nothing substantive that shows the

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company should have decided differently. I cannot otherwise question the company's judgement. The evidence does not show the company failed to provide its services to the standard one would reasonably expect in this regard.

3. I appreciate the customer will be disappointed with this outcome. However, I cannot say the company's decision on pipework ownership is contrary to any law or policy. Rather the evidence shows it is in keeping with the law and Ofwat's guidance.
4. The customer has provided a detailed account of a conversation he held with an engineer, who suggested a differing price for a new stop tap and gave differing advice on the works required. While the company has no record of this conversation, that does not mean it did not occur. I consider on balance that the customer was given further conflicting advice as he says. However, it is possible for two engineers to hold different views and I cannot say which engineer gave the more correct advice. Further, the company has confirmed the pricing would be no different in either case. Bearing this in mind, I consider the evidence does not show the company failed to provide its services to services to the standard one would reasonably expect in this regard.
5. I note the customer seeks further information as to how the pricing could be the same if factors, such as traffic management, change. But this is not a matter I need to address to decide the claim. This is because the company is entitled to set a price for works as it sees fit and there is a lack of evidence to show the original quotation it provided was wrong.
6. In comments on this preliminary decision the customer says he awaited a revised quote from the second engineer which was not forthcoming and while awaiting this and pursuing his complaint the original quote expired.
7. On review of the documents provided I can see the customer chased the company for an update following the second engineer visit in October 2021 and I cannot see this was addressed. However, on the limited evidence available, it is difficult to say even on balance that the engineer had agreed to provide a quote or a further response. Further, the documents show the company's original quote was valid until 30 March 2022. I am therefore satisfied the customer had opportunity to accept this if he wished. Bearing this in mind, I consider the evidence does not show the company failed to provide its services to services to the standard one would reasonably expect in this regard.

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8. I acknowledge the customer wants further advice as to the works required to his improve his water supply, however he will need to ask the company for advice directly. This is not a query I can address as part of my adjudication.

#### **Outcome**

The company does not need to take any action.

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

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 27 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.



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

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