

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X951

Date of Decision: 05 July 2022

Party Details

Customer:

Company:

Complaint

The customer has a dispute with the company regarding its 2019 repair of the supply pipe to his property. The customer says the pipe leaked again in the same location in 2021 and the independent contractor he retained to fix the leak stated that the original repair was only of a temporary nature. Additionally, it claimed the company wrongly backfilled with concrete thus disguising the new leak for a longer period of time and increasing water losses. 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 and issue an apology.

Response

The company says the repair in 2019 was not temporary and an immediate reduction in consumption indicated the work was successfully carried out. The company refutes that the repair excavation was backfilled with concrete. The company points out that the repairs had only a 12 month guaranty period. 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 on a balance of probabilities that the company did not undertake the repair works to a reasonable standard. The evidence does not establish that the repair was of a temporary nature, nor that concrete was used as backfill. 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 02 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 water supply services. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- On 07 January 2019 the company undertook a repair to his private supply pipe.
- On 18 August 2021 he received advice from the company that he needed to increase his monthly payments from £25.40 to £106.00. The customer is on a metered tariff and suspected that his water consumption had increased significantly.
- He approached the company who sent its engineers to investigate at the property on 25 August 2021. The customer says the engineers confirmed a leak on the supply pipe but could not identify its location.
- He subsequently retained an independent third-party leak detection contractor to investigate, and it identified that the leak was at the exact same location as the leak previously repaired by the company in 2019.
- There was no evidence of a leak because the company in 2019 had backfilled the repair excavation with concrete in contradiction with its own stated procedures. The customer says that the company states that it would backfill the excavation with the original material present when digging began.
- The original existing porous material identified a leak in the supply pipe in 2019 but because the company had backfilled with concrete this did not permit the water to escape and thus indicate another leak.
- This resulted in the leak detection company having to use sophisticated equipment to pinpoint the leak at a cost of £650.00, whereas the cost of repairing the leak was only £250.00.
- Had the company correctly backfilled the 2019 repair it would have meant a speedier identification of the subsequent leak and thus resulted in him not being charged for ongoing water losses.

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- He has contacted the company and sought compensation for the costs incurred remedying the 2021 leak, but says the company declines to accept any liability.
- Believing the company had not properly addressed his concerns he, on 30 September 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 22 November 2021 seeking an explanation of events, and correspondence between the three stakeholders continued for several months.
- On 19 April 2022, CCWater advised him that the company had responded to its request for information with its letter of 31 March 2022. The company does not accept that it did only a temporary repair nor that it backfilled the repair works with concrete, and submits contemporary photographs to support its position.
- CCWater had concluded that the company's response confirmed it would not pay any compensation and it could not take any further measures to have the company change its position and was thus closing his case.
- Continuing to be dissatisfied with the response of the company he has, on 12 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 £930.00 and issue an apology.

The company's response is that:

- It provided its response to the claim in its submission submitted on 26 May 2022.
- It confirms that in January 2019 it provided the customer with a free one-off repair according to the Code of Practice in force at the time. The repair was completed in accordance with an agreement signed by the customer prior to works commencing.
- The Code of Practice states that should the pipe continue to leak after repair then the pipe would be regarded as being in poor condition and the company would recommend it be replaced.
- The repair was guaranteed in respect of workmanship and materials for a period of one-year after completion.
- Following the repair, meter readings returned to the pre-leakage level thus confirming the leak had been successfully fixed.
- Between April 2019 and October 2020 meter readings indicated an increase in consumption. It sent a letter to the customer advising him of the meter readings, but received no reply.

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- Between October 2020 and May 2021 further increases in consumption were identified and on 18 August 2021 it wrote again to the customer requesting that he increase his monthly payments to cover the increased consumption. The company says on 25 August 2021 its engineers identified a leak on the customer's supply pipe.
- It disputes that the 2019 repair excavation was backfilled with concrete.
- It confirms that the repair in 2019 was not of a temporary nature and the excavation was backfilled using the material that was excavated. It has reviewed photographs taken by its workers in 2019 that confirm its position.
- It acknowledges it reviewed the technical report and photographs prepared by the customer's third-party contractor but maintained its position that it was not liable to refund the customer's costs for repairing his own supply pipe.
- In summary, it notes that the 2019 repair was done free of charge and was guaranteed for twelve months. It does not accept to reimburse the customer's costs incurred by retaining a private contractor to remedy a subsequent leak at his property.

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

- On 30 May 2022, the customer submitted detailed 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 he has no record of receiving communications from the company of increased consumption during the period between April 2019 and May 2021. The customer reiterates his belief that the repair undertaken by the company in 2019 should be effective for longer than fifteen months if, as the company asserts, it was not a temporary repair.

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

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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 did not affect a permanent repair to his supply pipe in 2019, and its temporary repair failed after only fifteen months.
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. The parties agree that the company undertook repair works to the customer's supply pipe in 2019.
4. I take note that the customer is on a measured tariff.
5. From the evidence submitted I can see that following the repair consumption returned too pre-repair levels. I am thus satisfied that the repair was successful in fixing the leak.
6. I can see that the company identified that from April 2019 to October 2020 the customer's consumption showed a slight increase, but it states that due to Covid lockdown measures the increase did not alert it that a possible leak was ongoing.
7. The evidence does show that a more marked consumption increase was identified between October 2020 and May 2021. I can see that the customer retained a third-party contractor to investigate a possible leak and it identified a leak at the same location as the 2019 repair.
8. The customer asserts that his contractor claimed the 2019 repair was of a temporary nature and that the company had backfilled the excavations with concrete. I am not supplied with a copy of the contractor's report.
9. I take note that the company was given access to the contractor's report, but it denies that the report establishes the veracity of the claims it made.

10. The company accepts that a clamp repair was done to the leaking pipe, and that this is a common and accepted manner of dealing with leaking pipes. The company states that this is not intended to be a temporary repair.
11. Although the customer's contractor may have opined that this sort of repair can only be a temporary solution, I see no evidence to support its opinion and I am satisfied that the evidence does not establish the company's repair was of a temporary nature.
12. The company has also denied that concrete backfill was used in the reinstatement works at the 2019 repair. The company further asserts that it is not its custom and practice to use concrete or cement in backfilling excavations and only does so in particular circumstances.
13. The company additionally states that its records do not show that concrete was specifically ordered for use on the 2019 repair job at the customer's property.
14. Again, I am satisfied that the evidence does not establish that the company backfilled the excavation with concrete in 2019.
15. In his application to the Scheme, the customer requests the company be directed to pay compensation in the amount of £930.00 to refund the costs he incurred in retaining a contractor to repair his leaking pipe.
16. I take into consideration that the 2019 repair works were done by the company free of charge to the customer. Whilst I accept that providing the service for free does not remove the obligation to do a professional and competent job, I am not satisfied that the evidence shows the job was not done to reasonable standards.
17. I also take note that the Agreement signed by the customer prior to works commencing on 07 January 2019 states that the works are guaranteed for a period of twelve months after completion. I can see from the evidence that the company only became concerned about a significant increase in consumption as from October 2020, more than twenty months later and clearly beyond the twelve months guarantee period.
18. Overall, I do not find that the evidence establishes that the company undertook only a temporary repair in 2019 nor that it backfilled excavations with concrete. Additionally, I am not satisfied that the evidence of the customer's third-party contractor supports the assertion that the company's repair was not done to a reasonable and acceptable level.
19. Thus, I find that compensation is not appropriate, and I shall not direct the company to make any compensatory payment to the customer.
20. Similarly, I do not accept that the evidence supports the customer's claim to receive an apology.

21. 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.

The Preliminary Decision

- The Preliminary Decision was issued to the parties on 21 June 2022.
- The customer has, on 22 June 2022, submitted comments on the Preliminary Decision.
- The customer reiterated his previous position but did not submit any additional evidence.
- 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 02 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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