

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X043

Date of Final Decision: 2 August 2022

Party Details

Customer:

Company:

Complaint

The customer says the company failed to effectively repair a leak on his supply pipe in November 2019 and he reported the continuing leak in May 2020. It then told him in error that the leak was under his house and his responsibility to fix. This caused him to incur additional costs with his contractor. He is also unhappy with the company's estimate for a new connection as he considers this excessive. He seeks that the company apologise; adjust his bill; pay compensation of £5639.79 to reimburse costs incurred; and, pay compensation of £120.00 to reimburse the cost of the estimate.

Response

The company says it fixed a leak in 2019 and the customer reported a new leak in 2020. This leak was not on the pipe it replaced in 2019, rather it was between the outside stop valve and internal stop valve. It did not tell the customer it was under his house. It had no responsibility to repair the second leak. It denies the claim.

Findings

The evidence shows the company provided its services to the standard to be reasonably expected.

Outcome

The company does not need to take any further action.

The customer must reply by 31 August 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company's literature explains who has responsibility for fixing pipework. Customers are responsible for their private supply pipe, which runs from the company's communication pipe to the point of entry to their property. However, if there is a leak on the customer's supply pipe the company will offer to fix this free of charge.
- He contacted the company as his bill was unusually high.
- The company investigated and found no leak on the supply pipe. It said the leak was under his house.
- He employed a contractor to fix the leak and they carried out works to locate it under his house, only to find it was in fact outside his house. He would not have incurred these costs but for the company's incorrect advice.
- He asked the company to provide a quote for a new connection and it quoted an excessively high sum. He is unhappy that he had to pay £120.00 to receive this quote.
- He seeks that the company provide an apology; adjust his bill and pay compensation in the sum of £5759.79 to cover the cost of works and to reimburse the cost of the quote.
- In comments on the company's response the customer says the company replaced the pipe up to the outside stop valve in November 2019 but he denies it found or fixed the leak. In October 2020 the company told him it would fix the leak if it was outside his house. Instead they failed to find the leak and incorrectly told him it was under his house.
- In comments on a preliminary decision the customer says the company has lied; it did indeed tell him the leak was under his house. He also refers to a document he provided where the company ticked a box to say it found a leak under his house.

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The company's response is that:

- It fixed a leak on the customer's supply pipe free of charge in November 2019 and fitted a new outside stop valve.
- The customer reported a leak in May 2020 and believed this was the same as previous. However, it denies this was the case.
- It sent the same contractor out as dealt with the leak previously. They reported that there was no leak on the supply pipe up to the outside stop valve. This was the pipe they repaired previously and this was not leaking. They concluded the leak must be somewhere between the outside stop valve, which was at the point of entry and the inside stop valve in the kitchen. The company's work notes show the customer was told he would need to arrange to repair this leak.
- The customer's contractor should have checked where the leak was before carrying out works; it is not responsible for their actions.
- It offers one free repair per household under its customer side leak policy and so it would not have repaired a further leak free of charge in any event.
- It denies telling the customer the leak was under his house.
- It applied a leakage allowance and denies any further bill adjustment is due. It denies the claims for an apology and compensation.

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.

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How was this decision reached?

1. Supply pipes are pipes on a customer's property that the customer is responsible for.
2. The company has provided a copy of its customer literature that explains it will offer to fix a leak on a customer's supply pipe free of charge on one occasion only. This also explains a customer may choose to fix the leak themselves.
3. The company has provided a copy of its work notes recorded at the time, that confirm it fixed a leak identified on the customer's supply pipe free of charge in November 2019. It did so by replacing a section of pipe. Although the customer disputes the leak was fixed, there is no further evidence to suggest it was not fixed at that time. And, insofar as the customer considers the leak of May 2020 proof it was not fixed but ongoing, I note this leak was in a different location. Therefore, on balance, I consider the leak in May 2020 was a second different leak.
4. The customer says the company promised to fix the May 2020 leak free of charge if it was outside. However, I have not seen any supporting evidence that shows this was the case. I consider it likely that the company would have fixed the leak free of charge if it found its previous repair was incomplete. However, an offer to fix a second leak free of charge would be contrary to its published policy.
5. The customer insists the company investigated and told him the leak was under his house. The company denies this. Where it is one person's word against the other and there is no independent evidence to support either account, I cannot say one account is proven over the other. However, I am mindful that the company's work notes, recorded at the time, say the leak was between the outside stop valve at the point of entry and the inside stop valve. There is no reference to the exact location as being under the house. On weighing up the evidence available, I cannot say it is proven that the company told the customer the leak was under his house. I therefore cannot say the company failed to provide its services to the standard to be reasonably expected in this regard.

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6. I note the company completed paperwork referring to a leak inside the home that it cannot fix. This does not say the leak is under the customer's house, rather this appears to be a template form whereby the company can confirm if a leak is the customer's responsibility. This does not change my findings above.
7. I acknowledge the customer engaged a contractor to repair the leak and that he incurred significant costs due to their works to locate and repair a leak under his house. However, I cannot say the company is responsible for the actions of the private contractor. This is because there is no evidence the company gave the customer incorrect advice as to the location of the leak. Further, even if it did, it would still be for the private contractor to assess the suitability of any works before carrying them out.
8. It is not in dispute that the leak was later found to be between the outside stop valve and the internal stop valve. I note this was not the same length of pipework the company replaced in November 2019 and it was the location the company reported the leak to be in, in its work notes. The company has no legal obligation to repair a customer's private pipework and even under its published policy it will not repair a second leak free of charge. I therefore cannot say the company failed to provide its services to the standard to be reasonably expected in refusing to carry out the repair or cover the costs of the repair.
9. The customer has provided a copy of his application for a new water connection. This evidences he agreed to pay £120.00 to the company in return for an estimate for the cost of a new connection. The document specifies part of this covers the application cost and part is a design cost. While I recognise the customer was unhappy with the estimate received, this does not justify a waiver of the fee; the company incurred costs processing his application and assessing the costs of the works. The evidence shows it is entitled to those costs under the contract agreed.
10. I have considered the customer's comments on a preliminary decision and addressed these at paragraph 6 above. My findings remain the same.

Outcome

The company does not need to take any further action.

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What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 31 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.



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

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