

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X105

Date of Final Decision: 29 August 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company should have done more to help locate and repair a leak on his pipework. The customer is seeking the company to apologise and pay £840.00, this being the cost to repair his pipework.

Response

The company identified a leak on the customer's private pipework, and the company is obliged to prevent the unnecessary waste of water through leakage and issued a Section 75 Notice to the customer. The company made it clear when it visited the property and in subsequent correspondence that it is not responsible for the identification of the leak or its repair. The company has not made any offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the leak on the customer's private pipework or its customer service.

Outcome

The company does not need to take any further action.

The customer has until 26 September 2022 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X105

Date of Final Decision: 29 August 2022

Case Outline

The customer's complaint is that:

- The company should have done more to help locate and repair a leak on his pipework.
- The customer is seeking the company to apologise and pay £1,500.00, this being the cost to repair his pipework.

The company's response is that:

- The company identified a leak on the customer's private pipework, and the company is obliged to prevent the unnecessary waste of water through leakage and it issued a Section 75 Notice to the customer.
- The company made it clear when it visited the property and in subsequent correspondence that it is not responsible for the identification of the leak or its 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 another disadvantage as a result of a failure 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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

How was this decision reached?

1. This 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 a leak on the customer's private pipework.
2. The company is required to meet the standards set out in the Water Industry Act 1991, and the effect of this is to place an obligation on a water and sewerage company to connect a customer's premises to the company mains water, maintain its pipework and provide a supply of water for domestic purposes.
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. From the evidence put forward by the customer and the company, I understand that on 29 March 2022, the company identified a leak on the customer's private pipework. The evidence shows that the leak was detected via the company's DMA (district meter area), which raised an alarm due to increased flow in the area the meter was monitoring.
5. I understand that a technician identified a leak on the supply pipe at the customer's property and advised the customer that the leak could possibly be near his wooden gate as he could see clean water flowing in the manhole cover located nearby.
6. On 30 March 2022, the company issued a Section 75 Notice to the customer, informing them that he had a leak on his private pipework and what would need to be done to repair it.
7. Between 31 March 2022 and 28 April 2022, the customer investigated the root cause of the leak. However, the customer's contractor could not find the cause of the leak and requested further help from the company. The customer's contractor was advised that it should use leak detection on the property's external pipework. On 28 April 2022, the customer raised a complaint to the company that it was not doing enough to help him find the cause of the leak and its subsequent repair.
8. On 5 May 2022, the company responded to the customer's complaint advising that as the customer was struggling to identify the leak, the company would excavate its pipework

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

surrounding the property to check whether the leak was on the company's own pipework. The customer was also informed that the company is only responsible for the pipework up to the stop tap, including the stop tap itself. The supply pipe carries water to the customer's property, and the internal pipework is owned by the property owner, who is responsible for maintenance and keeping it in good condition.

9. On 15 May 2022, the company reattended the property and found no leaks on the company's pipework. Following this attendance, various discussions took place between the parties as to why the company was not doing more to help with the identification and repair of the leak.
10. On 25 May 2022, the customer contacted the company to advise that the leak had been repaired by installing a new supply pipe from the stop tap to the property. However, the customer remained unhappy with the company's responses and escalated the dispute to CCWater on 31 May 2022 to resolve it without success. On 19 July 2022, the customer commenced the WATRS adjudication process.
11. I note the customer's comments that it is unreasonable that the company did not do more to identify and repair the leak on the customer's pipework. However, whilst I sympathise with the customer, after reviewing the documents put forward in evidence, I find reviewing the Section 75 Notice that it clearly sets out the responsibilities of the customer and the steps by the customer required to fix the leak.
12. Furthermore, as set out in the company's response and OFWAT's website, the company is responsible for the pipework up to the stop tap, including the stop tap itself. The supply pipe carries water to the customer's property, and the internal pipework is owned by the property owner, who is responsible for maintenance and keeping it in good condition.
13. Despite having no obligation to identify and repair the leak on the customer's pipework, I note that the company did provide advice when asked and commenced investigations into its pipework surrounding the property once the customer could not identify the leak. On reviewing the various correspondence, I find that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

14. The company has certain obligations in respect of its customer services. From the evidence provided, 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 leak was the customer's responsibility. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately considering the circumstances. I note that where the company could not find the recording of the telephone calls between the customer and the company's leak team, the company has made a payment of £100.00.
15. The customer has made comments on the preliminary decision and having carefully considered each aspect of the customer's comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.
16. Considering the above, I find the evidence does not show that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the leak on the customer's private pipework or its customer service.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 26 September 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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

A handwritten signature in black ink, appearing to be 'ML' followed by a long horizontal line.

**Mark Ledger FCI Arb
Adjudicator**

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.