

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X113

Date of Decision: 16 September 2022

Party Details

Customer:

Company:

Complaint

The customer stated that there was a leak at the premises from February 2021. The customer said that she has complained about the leak on several occasions until it was fixed by the wholesaler in March 2022. She said that since the leak happened the usage has changed as her sister moved out from the property. The customer wants a leak allowance to be applied to the account and an apology from the company for their poor service.

Response

The company stated that the leak took place in the customer owned supply pipe (under the footings of the property) and that it was fixed privately. The company granted an allowance for the sewerage as well as for fresh water as a gesture of goodwill. The customer owes £736.56 from her monthly bills since November 2021 based on the meter readings and after discounting the allowance granted to the customer.

Preliminary Findings

The leak was notified in November 2021, and it was fixed in March 2022. I find that the company followed the Leakage Allowance Good Practice Guide and that the delay in the repair was caused by the wholesaler's limitation to fix it on a Sunday.

Preliminary Outcome

The company does not need to take any further action.

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Case Outline

The customer's complaint is that:

- The customer said that she had a leak since February 2021 and her sister moved out from her house in March 2021. The leak was notified to the company in August 2021, but it was not repaired until March 2022.
- The customer stopped paying the water bill in November 2021 and after the allowance were applied she was informed that she owed £736.56.
- The customer seeks a water allowance to be applied to her account and an apology.

The company's response is that:

- The customer first notified the leak on 1 November 2021 and cancelled the direct debit three days later.
- It notified the wholesaler, which took over four months to visit the site due to the restrictions of only being able to do it on Sundays.
- CCW could not assist the customer as her complaint related to an internal leak which falls within her responsibility.
- It applied an allowance of 100% of the water lost (103 units) as a gesture of goodwill and requested an allowance from REDACTED for wastewater, which is still in progress as of 15 August 2022.

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.

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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. The customer experienced a leak within her property since February 2021, but it was first notified to the company on 1 November 2021. The customer stopped paying her bills while the leak was being investigated and fixed, which took place in March 2022. The company and the wholesaler stated that the leak was within the property's boundary. When there is a leak within the customer or their landlord's boundary, the customer or their landlord is also responsible for the repair. I note that CCW could not assist the customer as her complaint related to an internal leak which falls within her responsibility. I also note that the customer and her landlord are legally responsible for the section of the service pipe from the boundary of the street to the property.
2. The customer seeks a leak allowance from the company. A leakage allowance is based on the company's charging scheme, and it must be calculated by considering the company's Instrument of Appointment, Condition I, section 8.4. I note that even though under clause 3.1 of the Retailer Wholesaler Group (RWG) Leakage Allowance Good Practice Guide, leaks within the Supply Pipe (inside their property boundary) are not granted an allowance for fresh water, the company applied an allowance of 100% of the fresh water lost (103 units) as a gesture of goodwill. The allowance covered the period from 1 October 2021 to 18 March 2022 when there was confirmation that the leak was repaired. In addition, the company requested an allowance from REDACTED for wastewater. On 8 August 2022 the company notified the customer via email that both allowances had been granted and applied to her account.

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3. The company stated that as the customer has not paid her bills since October 2021, she has an outstanding balance of £736.56. The customer disputes this amount as she still believes that they are due money back because their bill was based on estimated readings. The company stated that the bill is based on the readings provided by the customer, including several readings carried out during the months of August 2022. I am mindful that the outstanding amount appears to be quite high for the private use of a residential home for a period that is shorter than one year. However, I note that on 15 of August 2022 the company stated it had applied for an allowance in lieu of the wastewater allowance from REDACTED, which is still in progress. Therefore, it appears likely that the customer will obtain a further reduction on her outstanding bill subject to the outcome by REDACTED. In addition, I note that the customer has not specified how much she believes that her outstanding bill ought to be or how much she was paying monthly before the leak occurred. Thus, based on the evidence provided by the parties, I find on a balance of probabilities that the company correctly calculated the water usage by the customer and that it also correctly applied the leak allowance from one month before the leak was reported, until it was fixed in March 2022. In view of that I find that the company is not required to provide an additional allowance to the customer.
4. The customer seeks an apology from the company for how they have dealt with the water leak. I am mindful that there was a significant delay from the time the customer reported the leak (November 2021) to the time the leak was repaired (March 2022). I note that while there was a significant delay in the visit from the wholesaler, which is not party to this complaint, I cannot direct the wholesaler to issue an apology. In view that the company has acted quickly in addressing the leak reported by the customer and that it complied with its Leakage Allowance Good Practice Guide, I find that there was no fault from the company's side, and thus the company is not required to issue an apology to the customer.
5. In light of the above, I find that the evidence shows that the company has provided its services to the standards to be reasonably expected in the industry as it has followed its Leakage Allowance Good Practice Guide. Therefore, the customer's claim cannot succeed.

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 6 October 2022 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days from the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



Pablo Cortés, Licenciado, LLM, PhD

Adjudicator

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