

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X138

Date of Final Decision: 13 October 2022

Party Details

Customer:

Company:

Complaint

The customer is unhappy that the company issued a Section 75 notice and enforced a repair for several reasons; the leak was found at his neighbour's property not his, he did not read the enforcement notice from the company as he thought it was junk mail, he had no right to enter his neighbour's property to repair the leak, he did not have any face-to-face conversations with the company about the leak, he was not given an estimate of the costs involved, the amount charged is generally excessive, and the company sent both him and his neighbour an invoice for £449.36, the total cost of the work, rather than £224.68, half the cost of the work. In view of the above, the customer would like the company to charge him the correct amount and pay him compensation for poor service.

Response

The customer had a leak on his shared supply in October 2021. In line with the Section 75 process, the company sent two letters asking the customer to repair the leak but as it received no response, it sent an enforcement notice on 11 December 2021 and the company's contractor repaired the leak. The company has provided a breakdown of the full repair invoice and demonstrated that the amount charged to the customer is half the total cost. As the amount charged to the customer is correct and the company has properly followed the Section 75 process, it is not liable to reduce the customer's bill for the repair or pay the customer compensation for poor service.

The company has not made an offer of settlement.

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Findings

The evidence shows that the company followed its policies and procedures when it issued the Section 75 notice and the amount charged to the customer for the repair is correct and payable. Therefore, I do not find that the company has failed to provide its service to the standard reasonably expected by the average customer, and the customer's claim does not succeed.

Outcome

The company does not need to take any further action.

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Case Outline

The customer's complaint is that:

- He is represented by his brother.
- The company sent him a letter about having a possible leak on his pipework, but he checked for a leak and did not find one. It then sent a further letter and a Section 75 enforcement notice, but he did not open them as he thought they were junk mail.
- In the end, a leak was found on the shared supply at his neighbour's property. Repairing the leak was completely out of his control as he does not get along with his neighbour and he was not entitled to enter his neighbour's property.
- The company issued a Section 75 notice, but he is unhappy with the process followed by the company and the costs charged by the company for several reasons.
- Firstly, he was unaware of what a Section 75 enforcement notice was before this happened and feels that the company should have had a face-to-face discussion with him about it.
- Secondly, the company says that the process and costs have been applied correctly but he does not agree; he did not even have a leak at his property, he was not given an estimate of the likely costs, and the amount charged for the small amount of work carried out is excessive.
- Finally, the company sent both him and his neighbour an invoice for £449.36, the total cost of the work, rather than £224.68, half the cost of the work. He asked the company for two separate invoices but it refused to send them on the basis that he has only been charged for his share of the work, not the full invoice.
- He is a pensioner and suffers from ill health, and he cannot afford to pay the amount he has been charged.
- In view of the above, he would like the company to charge him the correct amount and pay him compensation for the poor service provided.

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The company's response is that:

- When there is a leak on a private supply pipe, it is the homeowner's responsibility to have the leak repaired. If the leak is not repaired, the company can enforce a repair under Section 75 of the Water Industry Act 1991.
- The customer had a leak on his shared supply in October 2021. In line with the Section 75 process agreed by Ofwat, the industry regulator, an initial contact letter was sent on 25 October 2021 to the properties on the shared supply, including the customer's, but no response was received. A second letter was sent on 19 November 2021 but, again, no response was received.
- REDACTED, the customer's brother and representative, has explained that the customer thought the letters were junk mail, but as it received no response to the letters, the final enforcement notice was sent on 11 December 2021 explaining that its contractor would be attending at some point from 21 December 2021 to repair the leak.
- In correspondence with REDACTED, it explained that the amount charged to the customer is only half the full cost of the repair. It provided a full breakdown of the full invoice to the Consumer Council for Water, which showed that the amount charged to the customer is half the total cost as the bill was divided equally between the customer and his neighbour.
- REDACTED continues to dispute the recharged amount. However, as the repair was enforced, it does not benefit from the repair and only recharges for the work undertaken by its contractor. An enforced repair is always the last resort and it allows customers sufficient time to undertake the repair themselves.
- As the amount charged to the customer is correct and it has properly followed the Section 75 process, it is not liable to reduce the customer's bill for the repair or pay the customer compensation for poor service.

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.

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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 wants the company to reduce the amount charged for the Section 75 enforced repair for several reasons; he did not have access to his neighbour's property to repair the leak, the amount claimed is excessive for the work completed, and the company has charged him the full invoiced cost of the work, rather than splitting the bill equally between him and his neighbour. The customer also complains that the company sent letters about the leak but did not visit the property to discuss the issue.
2. The company says that it followed the correct process before issuing the customer with an enforcement notice under Section 75 of the Water Industry Act 1991, the Section 75 process does not require it to have face-to-face discussions with customers, and the customer has been correctly charged half the cost of the repair as the invoice was divided between the customer and his neighbour. Therefore, the company states that it is not liable to reduce the amount charged to the customer for the repair or pay the customer compensation for poor service.
3. The customer's claim for a reduced charge can only succeed if the evidence shows that the company has failed to provide its service to the standard reasonably expected by the average person by charging the customer too much for the repair. Similarly, the customer's claim for compensation for poor service can only succeed if the evidence demonstrates that the company failed to meet the expected standards of service.
4. Having considered Section 75 of the Water Industry Act 1991, I accept that the company is entitled to issue a customer with an enforcement notice to repair a leak on private pipework even if it is a shared supply and, if the customer does not repair the leak in

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accordance with the notice, the company is entitled to repair the leak and charge the customer. In this case, the evidence demonstrates that, on the balance of probabilities, there was a leak on the supply the customer shares with his neighbour, and the customer and his neighbour were jointly liable to repair it.

5. Having considered the evidence provided by the company, I find that in accordance with the company's Section 75 process, which I accept would have been approved by Ofwat, the company sent two letters to the customer before the enforcement notice was sent on 11 December 2021, and the customer did not respond to either of the letters and did not repair the leak in accordance with the enforcement notice. Therefore, I accept that the company was entitled to instruct its contractor to visit the property and repair the leak at some point after 21 December 2021.
6. I acknowledge the comments made by the customer's representative about the customer reading the first letter but finding no leak, failing to open the second letter and enforcement notice as he thought they were junk mail, and being unable to access his neighbour's property to carry out the repair. However, while I understand the reasons the customer did not read the correspondence and could not have accessed his neighbour's property even if he had known about the leak he was responsible to repair, the company was entitled to ask the customer to repair the shared supply, and there is no evidence to show that the company failed to comply with its Section 75 process and/or was not entitled to instruct its contractor to carry out the repair and recharge the customer for the costs incurred. Therefore, I do not find that the company has failed to provide its service to the expected standard in this regard.
7. The evidence provided by the company includes the full invoice for the work carried out on the customer's shared supply and shows that the full cost of the repair was £898.72. Therefore, I also accept that the company was charged this amount by the contractor, the company has divided the £898.72 repair cost equally between the customer and his neighbour, and the company has correctly charged the customer £449.36.
8. In view of the above, I do not find that the company has failed to provide its service to the expected standard with regard to this matter and, while I appreciate that the customer will be disappointed by my decision, the customer's claim for a reduction in the amount charged for the repair and compensation for poor service cannot succeed.

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9. Following the preliminary decision, the customer's representative made some further comments. I have already considered most of the issues raised in the additional comments, so find no need to reconsider them, and while I appreciate that the customer, like most other customers, would have been unaware of the Section 75 process and his legal obligation to repair the leak on the shared supply in his neighbour's property, this does not mean that the company's decision to enforce the repair was unlawful or unreasonable. In view of this, while I fully appreciate that this is not the outcome the customer and his representative hoped for, my decision remains unchanged.

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 27 October 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.

K S Wilks

Katharine Wilks

Adjudicator

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