

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X147

Date of Final Decision: 14 October 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 compensation for the inconvenience and distress and the time it has taken to locate and repair the leak.

#### Response

The company made it clear when it visited the property and in subsequent correspondence that it was not responsible for identifying the leak or its repair. However, the company has completed a free-of-charge repair meaning the customer has not incurred any costs for repairing the leak. Furthermore, the customer has had a bill adjustment totalling £1,848.56, which has been refunded to him, and the company offered a £344.39 gesture of goodwill which was declined. The company has not made any offers of settlement.

#### Findings

I am satisfied that the company did not fail 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. However, the evidence proves that the company did not provide its services to the customer to the standard reasonably expected by the average person concerning customer service.

#### Outcome

The company shall pay the customer £200.00.

The customer has until 4 November 2022 to accept or reject this decision.

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# ADJUDICATOR'S FINAL DECISION

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Date of Final Decision: 14 October 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 compensation for the inconvenience and distress and the time it has taken to locate and repair the leak.

### **The company's response is that:**

- The company made it clear when it visited the property and in subsequent correspondence that it was not responsible for identifying the leak or its repair.
- However, the company has completed a free-of-charge repair meaning the customer has not incurred any costs for repairing the leak.
- Furthermore, the customer has had a bill adjustment totalling £1,848.56, which has been refunded to him, and the company offered a £344.39 gesture of goodwill which was declined.

## 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.

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## 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 in 2018, the customer reported a potential leak after receiving a bill which was higher than normal. The company attended the property and agreed to undertake a test dig to establish the leak's location. I understand that no leak was located at the time. However, during the test dig process, the customer's sewer pipework was damaged and then repaired shortly afterwards.
5. Between 7 October 2019 and January 2022, various correspondence occurred between the parties on who was responsible for the location and repair of the leak. The company believed that it 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. However, the customer disputed this as he believed that it was agreed with the company that it would repair the leak in the customer's supply pipe without charge due to damaging the sewer pipework during the test dig in 2018.
6. In February 2022, the company located and repaired the leak on the supply pipe. In May 2022, the company made a bill adjustment of £1,848.56 on the customer's account and offered a £344.39 gesture of goodwill which was declined. However, the customer remained unhappy with the company's responses and escalated the dispute to CCWater on 26 May 2022 to resolve it without success. On 16 August 2022, the customer commenced the WATRS adjudication process.

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7. 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. Whilst I sympathise with the customer, 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.
8. However, I note the customer's comments that it was agreed with the company that it would repair the leak in the customer's supply pipe without charge due to damaging the sewer pipework during the test dig in 2018. On careful review of all the evidence, I cannot find any evidence to support the assertion. However, I also note that the company makes no mention that it was not agreed that it would repair the leak in the customer's supply pipe.
9. Despite having no evidence to support the assertion that the company agreed to repair the leak or having any other obligation to identify and repair the leak on the customer's pipework, I note that the company did commence investigations into its pipework surrounding the property and eventually repaired the leak the customer's pipework. Furthermore, once the repair had been completed, the company made an adjustment to the customer's bill to cover any additional charges incurred, so there has been no loss to the customer in this regard. 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.
10. 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 should have been the customer's responsibility. However, on reviewing the various correspondence, I believe that the company did not deal with the customer's concerns efficiently and appropriately considering the circumstances. The evidence shows that the customer made repeated attempts to contact the company regarding the leak and received unclear responses back from the company, particularly concerning his view that the company had agreed to find and repair the leak. These unclear responses have led to a drawn out dispute. I note that the company offered a goodwill gesture of £344.39 for any perceived customer service failures, which has been declined.

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11. On careful review of all the evidence and considering the length of time that this dispute has been ongoing and the level of inconvenience that the company caused, I am satisfied that these failures fall within Tier 2 of the WATRS Guide to Compensation for Inconvenience and Distress. I consider that £200.00 would adequately cover the customer for the inconvenience caused by the company's failings. Accordingly, I direct the company to pay the customer £200.00 for this aspect of his claim.
12. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company has not provided its customer services to the customer to the standard to be reasonably expected by the average person. However, I am satisfied the company has sufficiently apologised and offered compensation where appropriate within its dialogue with the customer. Therefore, I find the company is not required to provide a further apology.
13. 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. However, the evidence proves that the company did not provide its services to the customer to the standard reasonably expected by the average person concerning customer service. Accordingly, I have directed the company to pay £200.00 for this aspect of his claim.

**Outcome**

The company shall pay the customer £200.00.



**Mark Ledger FCI Arb**  
**Adjudicator**

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