

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X148

Date of Final Decision: 13 October 2022

Party Details

Customer:

Company:

Complaint

The customer's claim is the company has overcharged for an enforced repair to the customer's pipework as the work was undertaken on a shared supply, not a single supply to his property. The customer is seeking the company to provide a complete analysis of the costs incurred and reduce his invoice for the enforced repair.

Response

The company says that it has provided all the information it has available to the customer. Whilst the supply pipe was initially thought to be shared. It was found at the time of the repair only to serve the customer's property. As the customer did not repair the leak, the company had to arrange a repair under enforcement, for which the customer would be liable for the total costs incurred, as the leak was not on a shared supply. The company has advised the customer that only costs the company has incurred have been passed on, no other expenses. The company has not made any further offers of settlement.

Findings

I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the enforced repair costs.

Outcome

The company needs to take no further action.

The customer has until 3 November 2022 to accept or reject this decision.

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ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- The company has overcharged for an enforced repair to the customer's pipework as the work was undertaken on a shared supply, not a single supply to his property.
- The customer is seeking the company to provide a complete analysis of the costs incurred and reduce his invoice for the enforced repair.

The company's response is that:

- It has provided all the information it has available to the customer.
- Whilst the supply pipe was initially thought to be shared. It was found at the time of the repair only to serve the customer's property.
- As the customer did not repair the leak, the company had to arrange a repair under enforcement, for which the customer would be liable for the total costs incurred as the leak was not on a shared supply.
- The company has advised the customer that only costs the company has incurred have been passed on, no other expenses.
- The company has not made any further offers of settlement.

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

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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.

How was this decision reached?

1. The 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 the enforced repair costs.
2. The company must meet the standards set out in the Water Industry Act 1991 and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The combined effect of these is to place an obligation on a water and sewerage company that when there is a leak report, the company needs to thoroughly investigate if the company's pipework is to blame and, if repairs are required, make such repairs to prevent further leaks.
3. Section 75 of the Water Industry Act 1991 gives the company the power to prevent damage and to take steps to avoid contamination, water waste and misuse. If the company has recorded leakage but cannot identify it as from their pipework. The company can issue a legal notice under the Water Industry Act 1991 to inform its customer of a potential private leak and a requirement to fix it. If the customer does not fix the problem in the time allowed within the notice, the company can carry out the work and pass on the costs incurred to the customer.
4. 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.
5. From the evidence put forward by the customer and the company, I understand that in September 2021, the company identified a water leak within the area of the customer's property. After investigation, the company confirmed that the leak was on the private water supply pipe, which was thought to supply the customer's property and three other properties jointly.
6. On 29 September 2021, the evidence shows that the company issued a Section 75 notice to each of the properties involved to advise them that there was a leak on their private water supply pipe and that they would need to arrange the repair within seven days.

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7. Between 29 September and 14 October 2021, various discussions took place between the parties as to who was responsible for the repair resulting in the company informing the customer that as the customer or his neighbours had taken no action, the company would attend the property to carry out repairs to prevent further leakage. I understand that on or shortly after 25 October 2021, the company's subcontractors repaired the supply pipe under Section 75 of the Water Industry Act 1991.
8. The evidence shows that whilst undertaking the repair; it was found that the supply pipe only served the customer property and not the other three properties as initially thought. Therefore, the customer would be solely responsible for the repair costs.
9. On 29 October 2021, the company sent a £530.18 invoice for the total cost of the repair to the customer. Following this invoice, various discussions took place regarding the costs of the repair.
10. On 12 November 2021, the company provided a breakdown of the costs leaving the customer unhappy with the fact that he was solely responsible for the costs when he was told it was a shared supply.
11. On 2 December 2021, the company responded to the customer, explaining that whilst undertaking the repair, it was found that the supply pipe only served the customer's property and not the other three properties as initially thought. The evidence shows that the customer continued to question the company on various aspects of its invoice and, in January 2022, escalated the dispute to CCWater to resolve without success. On 16 August 2022, the customer commenced the WATRS adjudication process.
12. The customer has queried the costs of the repair to the private pipework and that he was initially told the leak was on a shared supply. As shown by the company's response, if the company has recorded leakage but cannot source the leak to their pipework, it can issue a legal notice under the Water Industry Act 1991 to inform its customers of a potential private leak, a requirement to fix it. If the customers affected do not fix the problem in the time allowed within the notice, the company can carry out the work and pass on the costs to the customer. The evidence shows that as the customer affected by the leak on his private pipework did not repair the leak, the company had to arrange a repair under enforcement.

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13. The evidence shows that the company has subcontractors who it uses to carry out repairs on private pipework. On completion of the repair, the subcontractor issues an invoice to the company. If the repair is on a shared supply, the invoice is then split equally between the downstream customers of the leak and, therefore, responsible for repairs. If repair is not on a shared supply, then the customer whose property the supply pipe served is responsible for the repair costs.
14. In this instance, when undertaking the repair, it was found that the pipework only served the customer's property, and therefore the customer would be responsible for the total repair costs, as explained by the company's letter dated 2 December 2021.
15. The customer has made various comments concerning the company's invoice, particularly concerning whether the costs should be shared with the other properties. The evidence shows that before any repairs taking place under enforcement, it had made all properties aware of a leak. The company received no notification that any repairs had been scheduled by the properties suspected to be on the supply.
16. I find that the company's correspondence dated 2 December 2021 clearly explains that only when the company's subcontractors arrived on-site and started to dig it discovered that the supply pipe was not shared and that the customer would be responsible for the costs. As the repair was an enforced repair under Section 75 of the Water Industry Act 1991 and not a service that had been provided by the company, the company decided to continue with the repair.
17. On reviewing the various correspondence, I am satisfied that the company had adequately explained that whilst undertaking the repair, the leak was found not on a shared supply and why the customer would be liable for the total repair costs. Furthermore, I find that the customer was given the opportunity to repair the issue privately and obtain his own quotes before the company attended on-site, but he did not do this within the timescales set by OFWAT. Accordingly, I find that the company was correct in undertaking the repair, and therefore, I find no failure by the company in this respect.
18. The company has certain obligations in respect of its customer services. From the evidence provided, including the various letters to the customer and the correspondence with CCWater, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained why the customer would be liable for costs incurred whilst undertaking the repair. Furthermore, on reviewing the various correspondence, I believe that the company dealt

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with the customer's concerns efficiently and appropriately considering the circumstances. Accordingly, I am satisfied there have been no failings concerning customer service.

19. The customer has made comments on the preliminary decision and having carefully considered each aspect of his comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.

20. Considering the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the enforced repair costs.

Outcome

The company needs to take no further action.



Mark Ledger FCI Arb
Adjudicator

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