

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X154

Date of Final Decision: 14 October 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company used poor workmanship when installing a new meter within a flat above his shop premises, and this led to a leak on the flat's private pipework and damage to the shop below. The customer is seeking the company to instruct a contractor to redecorate the downstairs shop due to the damage.

Response

The company says it has not contributed to the private leak experienced by the customer by using poor workmanship when installing a new meter. Furthermore, it has investigated the customer's complaint thoroughly and, as a gesture of goodwill, repaired the leak on the private pipework to prevent further damage. However, the customer is liable for any repairs to the property incurred due to a leak from his private pipework. 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 concerning the leak on the private pipework. Furthermore, I am satisfied there have been no failings concerning customer service.

Outcome

The company needs to take no further action.

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

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Case Outline

The customer's complaint is that:

- The company used poor workmanship when installing a new meter within a flat above his shop premises, and this led to a leak on the flat's private pipework and damage to the shop below.
- The customer is seeking the company to instruct a contractor to redecorate the downstairs shop due to the damage.

The company's response is that:

- It has not contributed to the private leak experienced by the customer by using poor workmanship when installing a new meter.
- Furthermore, it has investigated the customer's complaint thoroughly and, as a gesture of goodwill, repaired the leak on the private pipework to prevent further damage.
- However, the customer is liable for any repairs to the property incurred due to a leak from his own private pipework.

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 meter installation and subsequent a leak on the customer's private pipework.
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. 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 the customer is a landlord who owns a property which contains a flat with a shop directly below. On 11 February 2022, the company fitted a new water meter within a flat at the customer's property.
5. On 25 May 2022, the customer contacted the company complaining that when the company replaced the meter, it was not fitted correctly, which led to leakage and damage to his property. The evidence shows that the company attended to the customer's property the same day and found a leak in the inlet side of the internal stop tap. I understand the company repaired the leak so to prevent any further damage.
6. Between 26 May and 21 June 2022, various correspondence occurred between the parties concerning the cost of repairing the damage to the customer's shop caused by the leak. The company was of the view that there were no leaks at the time the meter was installed. However, the pipework was old, and the company's meter installation did not cause the old pipework to fail. The customer disputed this, remained unhappy with the company's position, and escalated the

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dispute to CCWater to resolve. The customer still believed that the leak had been caused by the company's contractor when fitting the meter. However, CCWater could not resolve the dispute, and on 22 August 2022, the customer commenced the WATRS adjudication process.

7. Concerning whether the company failed to identify and repair a leak on the customer's pipework, the customer says that the leak was caused by the installation of the water meter in February 2022. The evidence shows that the company attended to the customer's property once it was aware of the leak and repaired the customer's private pipework to prevent further leaks.
8. Whilst I sympathise with the customer's position regarding the leak and subsequent damage, as stated within the company's defence documents, an investigation took place when the customer reported the issue resulting in the company identifying that no leak existed on the company's pipework and the source of the leak was the customer's private pipework. I note the customer's comments that the leak must be connected to the water meter installation. However, on reviewing the various photographs included within the company's documentation, I cannot find evidence to support this assertion.
9. On careful review of all the evidence, I find that I am satisfied with the company's position that it has undertaken investigations into the cause of the leaks and, where appropriate, has taken action such as repairs to the customer's private pipework, to reduce the risk of further leaks.
10. As shown by the company's response documentation, the customer is responsible for maintenance and keeping his private pipework in good condition. Whilst I sympathise with the customer's position regarding the damage incurred due to the leak on his pipework, I find that I agree with the company's position set out in its response that there is no evidence that the company damaged the customer's pipework, and that the customer is liable for any repairs to the property incurred due to a leak from his own private pipework.
11. After careful analysis of the correspondence and evidence, I cannot find any indication that the company failed concerning its investigations into the leak in the customer's pipework or did not undertake its repairs within a reasonable timeframe. Considering the above, I find there are no grounds to conclude the company has 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.

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12. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's defence documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why it would not instruct a contractor to redecorate the customer's shop. This is shown by the correspondence put forward by the customer and company as evidence.

13. In light of 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 meter install and the leak on the customer's pipework, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings concerning customer service

Outcome

The company needs to take no further action

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 November 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.



Mark Ledger FCI Arb
Adjudicator

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