

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X153

Date of Final Decision: 25 November 2022

Party Details

Customer:

Company:

Complaint

After having a water meter fitted, the customer's bills increased and she thought she may have a leak as the meter housing was damp. The company removed the meter and said it may be faulty but, after her kitchen became damp, a large amount of water was found under the flooring and her plumber found a leak on an incoming water mains pipe. The repairs cost over £20,000 and left the customer's property uninhabitable for months. The company has paid the customer £220.00 in compensation, but this is inadequate considering the significant stress and anxiety the customer has suffered. The company also says that the customer owes £320.00 for water and sewerage charges, but she has not been in the house since May 2022. In view of the above, the customer would like the company to compensate her for the distress and inconvenience she has suffered and cancel the outstanding balance on her account.

Response

The customer's meter readings showed a higher than average daily usage but did not indicate a leak that could have been responsible for the damage to the customer's property. To ensure that the customer was not disadvantaged by having a meter, it removed the meter and provided an allowance based on a much lower average daily usage. The company has also cancelled the customer's water and sewerage charges for the period from 1 May to 31 October 2022 as the customer did not live in the property during this period. No leak was found when the meter was removed, and the customer has claimed for the damage to her property from her insurance company. The company accepts that there were some service failings and has made the appropriate GSS payments, and has provided a further gesture of goodwill for any inconvenience caused by these failings. Therefore, the company denies liability to pay further compensation to the customer.

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Findings

The evidence does not show that the company has failed to provide its service to the standard reasonably expected by the average person and, therefore, 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:

- She complained that her water bill went up after having a water meter fitted. The cupboard where the water meter was situated became damp, but the engineer who removed the meter said it was just condensation but the meter may be faulty.
- Rising damp appeared on her kitchen walls and a damp proofing contractor assessed the damage and found large amounts of water when the floor was taken up. A plumber found a leak on an incoming water mains pipe, repaired the problem and issued an invoice saying that the pipework may have been damaged when the meter was fitted.
- She reported the damage to her insurance company and the whole kitchen was removed and the walls were stripped back to brick. Her house was uninhabitable from May 2022 and the issue is still on-going.
- The company sent her a payment of £220.00 but refuse to accept responsibility for the leak, despite significant evidence to confirm that the leak was from the compression fitting on the incoming cold mains before her stop tap. This evidence can be found in the plumbing report, photographic evidence, a damp proofing report, the insurance company's Damage Team Report, and a detailed report of the costs of repair from the insurance company.
- The company says there was no leak but the technician who removed the meter made inadequate checks to the surrounding area. A second technician attended to assist with disconnecting the supply but did not enter the property.
- There has been ample opportunity for the company to carry out checks and she has provided sufficient evidence proving that the issue started after the meter was installed in December 2020. From that date, the company confirmed a daily usage of 0.24 cubic metres, far above average, and this was due to the leaking compression fitting.
- Repairing the damage caused by the company has cost in excess of £20,000 and left the property uninhabitable for many months.
- The company says she owes £320.00 for water charges but she has not been in the house since May 2022.

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- The compensation of £220.00 is completely inadequate and the company should take full responsibility and pay her compensation for the severe inconvenience, stress and anxiety the problem caused.
- She would like the company to accept that it caused the damage and that her charges increased as a consequence of the leak. As she has been unable to live in her property for three months and no water has been used, she wants the company to write off the outstanding debt on her account.

The company's response is that:

- The record of meter readings shows no indication of a significant leak that affected the customer's bills. Between the meter being installed on 10 December 2020 and the reading taken on 11 January 2022, 94 cubic metres were used. This equates to a daily average of 0.24 cubic metres or 88 cubic metres a year. While this is above the average usage for one person, it does not indicate a significant issue that could have caused the damage to the customer's property.
- In view of the higher than average consumption, it provided an allowance based on assumed consumption of only 30 cubic metres per year. This is well below average for a single occupier and it believes the adjustment to be fair and reasonable.
- The customer says her house has not been lived in since May 2022 but it was not aware of this. Since it responded to CCW on 4 August 2022, it has received no further contact and no payments have been made on the customer's account since 19 April 2022. In light of this, it issued a County Court claim on 3 October 2022. Following the application received from WATRS, it withdrew the claim and refunded the associated fees which had been added to the customer's account. Therefore, there will be no adverse impact to the customer from this action.
- This left a balance of £350.80. However, as the customer says she has not lived in the property since May 2022, and on 10 May 2022 she called and asked for the supply to be turned off to allow a repair to take place, it has cancelled her water and sewerage charges for the period from 1 May 2022 to 31 October 2022. A credit of £199.83 has been applied to the customer's account, reducing the balance to £150.97.
- If the customer is not at the property and does not require the supply after 31 October 2022 and she makes contact, it will close the account. This means that it is likely the supply will be disconnected as the property will be listed as empty.
- The allowance applied to the customer's account means that she has not been disadvantaged by having metered charges.
- With regard to the damage to the customer's property, it attended on 11 January 2022 after the customer raised concerns regarding a leak on the meter. Its technician reported that there was no leak.

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- On 31 January 2022, the customer made contact regarding damage caused by a leak. It responded on 9 February 2022.
- On 10 May 2022, the customer advised that she had a bad leak and required assistance in turning off the external stop tap. It attended on the same day to turn off the supply. During the call the customer advised that she was having work done at the property and that her contractor had found a large amount of water under the floorboard. The customer said that she believed this was related to an issue with the water meter, but there is no evidence that this is the case.
- On 16 May 2022, the customer called and advised that her plumber had informed her that there was a leak from the internal stop tap. The customer advised that her insurers were dealing with this issue and would be in touch, but it has not received any contact from the insurance company, even though insurers normally get in touch to recover their costs if a water company is responsible for leak damage.
- During this call, the customer said that she wanted the call logged as a complaint and she was advised that it would be passed to the correct team to respond. It recognises that it did not return the call and the customer received an automatic GSS payment of £50.00 plus an additional £20.00 as it did not make the payment within the appropriate timescale.
- It has also recognised that its failure to clarify its position or to attend after the customer made contact on 16 May 2022 will have made a difficult time even worse. With that in mind, it made an additional payment of £150.00 for service below expectations.
- As it does not accept responsibility for the leak, has amended the customer's bill, and made a GSS payment for the stress and inconvenience connected with its service failings, it does not accept liability to compensate the customer further.

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.

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

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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. On the customer's application form, she states that her insurance company has paid for the repairs to her property, she wants the company to cancel her outstanding bill as the charges relate to a period when her property was uninhabitable, she refers to the inconvenience and distress the leak damage caused her, and she claims compensation. In view of this, I find that the customer claims compensation for the distress and inconvenience caused by the flood and wants the company to remove the balance on her account, but I do not find that the customer claims compensation for financial losses connected to the leak damage to her property.
2. That said, for clarity I must explain that as the evidence shows that the customer's insurance company has already paid for the damage to her property, the customer has suffered no financial loss and, therefore, any claim for compensation for the financial losses arising from the leak damage could not have succeeded in any event.
3. In order to find the company liable to pay compensation to the customer for the distress and inconvenience she suffered as a result of the water damage to her property, the evidence must show on the balance of probabilities that the company caused the leak, the leak caused the damage in the customer's property, and this caused the customer to suffer distress and inconvenience.
4. The company states that there is no evidence to show that it caused the damage to the customer's property, its engineer did not find a leak on or near the meter, and when it asked to inspect the pipework the leak had already been repaired. The customer has provided a message from her insurance company stating that the leak came from the stop cock, and also a report from her plumber stating that in their opinion the installation of the meter disturbed the compression fitting on the incoming cold mains pipe before the customer's stop tap and this caused a leak and the damage to the customer's kitchen.

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5. However, having considered the evidence, I do not find that the statement from the insurance company demonstrates that the leak on the stop cock was the responsibility of the company, and I do not find that the letter from the customer's contractor amounts to a reliable independent expert opinion. In view of this, I cannot accept on the balance of probabilities that the leak was the company's responsibility or that the company has failed to provide its service to the expected standard in this regard.
6. The customer explains that she suffered distress and inconvenience due to the flood damage and the fact she had to move out of her property during the repairs and I fully accept this is the case. However, as the evidence does not show that the company caused the flood damage or failed to provide its service to the expected standard in this regard, the company cannot be held responsible for the stress and inconvenience suffered by the customer. Therefore, while I appreciate that the customer will be disappointed by my decision, the customer's claim for compensation for distress and inconvenience cannot succeed.
7. The customer complains that she has been charged for water that was lost through a leak on her meter and that the company has applied water and sewerage charges to her account for the period she was not living at the property. Having reviewed the response to the customer's claim provided by the company, I accept that the company has reduced the customer's metered charges to a lower than average daily usage and has refunded the charges applied to the customer's account from May to October 2022. While I acknowledge that this leaves a balance of £150.97 on the customer's account, I am satisfied that the action taken by the company is reasonable. Further, in the comments the customer made on the company's response to her claim, the customer indicated that she is satisfied with this resolution. In view of this, I do not find that the company has failed to provide its service to the standard reasonably expected by the average person in this regard and I make no further direction to the company.

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 9 December 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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