

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X236

Date of Final Decision: 13 January 2023

#### Party Details

Customer:

Company:

#### Complaint

The customer claims that the company gave incorrect advice and provided poor customer service after identifying a leak on the customer's private pipework, all of which led to inconvenience and distress. The customer is seeking the company to apologise, remove any charges from the account, pay £486.50 for the cost to repair the pipework and pay £250.00 for the inconvenience and distress incurred.

#### Response

The company identified a leak on the customer's private pipework, and the company is obliged to prevent the unnecessary waste of water through leakage and issued a Section 75 Notice to the customer. The company made it clear when it visited the property and in subsequent correspondence that it was not responsible for the identification of the leak or its repair. Where the company has provided inconsistent advice regarding the amount of water lost through the leak, it has provided the customer with a £50.00 goodwill payment. The company has not made any offers of settlement.

#### Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the leak on the customer's private pipework. Where there have been failures in customer service, the company has made appropriate payments to adequately compensate the customer for any inconvenience and distress caused.

#### Outcome

The company does not need to take any further action.

The customer until 10 February 2023 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 gave incorrect advice and provided poor customer service after identifying a leak in the customer's private pipework, all of which led to inconvenience and distress.
- The customer is seeking the company to apologise, remove any charges from the account, pay £486.50 for the cost to repair the pipework and pay £250.00 for the inconvenience and distress incurred.

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

- The company identified a leak on the customer's private pipework, and the company is obliged to prevent the unnecessary waste of water through leakage and issued a Section 75 Notice to the customer.
- The company made it clear when it visited the property and in subsequent correspondence that it was not responsible for the identification of the leak or its repair.
- Where the company has provided inconsistent advice regarding the amount of water lost through the leak, it has provided the customer with a £50.00 goodwill payment.
- The company has not made any 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

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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.

### 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 on 4 October 2021, the company identified a leak on the customer's private pipework and issued a Section 75 Notice to the customer, informing them that he had a leak on their private pipework and what would need to be done to repair it. I understand that the customer was dissatisfied that the leak was causing a loss of approximately 17 litres of water per hour.
5. I understand the leak has not affected the customer's water bills, as they are not yet billed on the meter readings. The evidence shows that the meter was fitted as part of the company's compulsory metering process, and the customer was still in their one-year comparison period.
6. On 4 November 2021, the company attended to the customer's property to confirm that a leak existed on the customer's private pipework. I understand that the customer was advised by the company's technician that the leak was causing a loss of approximately 11 litres of water per hour. There is confusion between the parties as to whether the reported loss was 11 litres per hour or per minute. However, the evidence shows that the company's recording system measures per hour rather than per minute.

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7. The customer's contractor attended the property on 19 November 2021 and identified a leak in the customer's toilet cistern, which was subsequently fixed. Whilst at the property, the customer's contractor advised that the leak caused a loss of approximately 2 litres per hour. On 22 November 2021, the customer complained to the company, saying that it had incorrectly advised the severity of the leak and wished the company to pay for the costs to identify and repair the leak.
8. I understand from the company's response that it never received the customer's letter dated 22 November 2021 and was unaware of the customer's complaint until 19 December 2021, when the customer wrote to the company again. Between 19 December 2021 and 9 February 2022, various discussions occurred between the parties as to why the company incorrectly reported the quantity of water lost.
9. I understand that the company provided the customer with a £50.00 goodwill payment for when it provided inconsistent advice regarding the amount of water lost through the leak. However, the customer remained unhappy with the company's responses and escalated the dispute to CCWater on 18 February 2022 to resolve it without success. On 15 September 2022, the customer commenced the WATRS adjudication process.
10. I note the customer's comments that due to providing incorrect advice on the quantity of the water loss, it should pay for the repair to the leak on the customer's pipework. However, whilst I sympathise with the customer, after reviewing the documents put forward in evidence, I find reviewing the Section 75 Notice that it clearly sets out the responsibilities of the customer and the steps by the customer required to fix the leak.
11. Furthermore, 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.
12. I note the customer's comments that the company gave incorrect advice on the quantity of water lost. The evidence indicates that the customer's toilet is dual flush. As shown by the company defence documents, with dual flush toilets, it is not immediately evident or visible that there is an issue. Sometimes the dual flush gets stuck, affecting the other mechanisms inside the cistern. If this happens, it is constantly drawing too much water off the mains. When it pops back up again,

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the usage decreases, so, depending on how far down the flush gets stuck will determine how much water is being drawn. This could also possibly account for the different water loss readings obtained by the customer's contractor. Accordingly, on reviewing the various water consumption logs and other evidence, I find that the company reported loss of 11 and 17 litres per hour to be reasonable, considering the circumstances.

13. 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 was the customer's responsibility.
14. However, I note the delayed response to the customer's complaint and the confusion surrounding the amount of water lost through the leak, as shown by the CCWater documentation and the company's response. On a careful review of the evidence and considering the length of time this dispute has been ongoing, I am satisfied that this failure falls within Tier 1 of the WATRS Guide to Compensation for Inconvenience and Distress. However, I note that the company had made a goodwill payment of £50.00 for a delayed response to the customer's complaint and when it provided inconsistent advice regarding the amount of water lost through the leak, which in my view, adequately compensates the customer for any failings in customer service.
15. The customer and company have both made comments on the preliminary decision and having carefully considered each aspect of both sets of comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.
16. 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. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

#### **Outcome**

The company does not need to take any further action.

#### **What happens next?**

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- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 10 February 2023 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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