

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X254

Date of Final Decision: 28 December 2022

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer complains that the company has not, over a long period, taken action to resolve the water pressure in his flat which is so low at certain times of the day that it cannot be used normally. This is causing significant inconvenience. Although the company has offered a solution that would benefit all flat holders in his block of flats, it has declined to write to the other residents to explain this. The customer believes that the company has a moral duty to sort this problem out for him which he says is affecting his health. The customer would like an individual connection at no cost.

#### Response

The company says that it is not liable to provide this. It has explained the position to the customer, and it would be unfair to other customers if the company provided free connection in an individual case. It has offered a collective solution to all flat holders by offering free connection to the mains, provided that the residents pay for the supply pipe. The company is not, however, prepared to arrange this, which it is for the customer to do. The company has offered an individual connection to the customer at cost, waiving the amount of the application fee, but the customer has declined this.

#### Findings

I find that the company has provided water to a pressure that is above the statutory minimum at the boundary box for the customer's block of flats and it is not required to do more. An average customer would not reasonably expect the company to take action that involves the private supply within the flats. As the company has offered the customer a private connection at cost and offered a collective solution to all flatholders at no cost save for that of providing supply pipes to individual boundary boxes, the company has provided its services to the expected standard, save only that the company would reasonably be expected to confirm its collective solution to other flatholders. Although I recognise that the cost of a new connection is high, I find that the company could not reasonably be required to waive this.

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## Outcome

1. The company shall, if the customer tells the company that he agrees to coordinate an application by the residents of his block of flats to the company for the provision of separate connections to the mains, write to each the occupiers of each flat (indicating the need to forward this to their landlords where appropriate) a letter explaining, among any other matters thought necessary:
  - a. That the company is aware of and in agreement with the proposal that all residents should jointly apply to the company to provide a new individual connection free of charge to all flats, provided that they arrange and pay for the supply pipes from their home to a boundary stop tap that will serve only their property.
  - b. That the customer and not the company is responsible for coordinating this and the residents should address any enquiries to the customer in the first instance
  - c. A short explanation of what this work is likely to involve in terms of inconvenience.
2. If the customer does not agree to coordinate this, the company is not required to take further action.

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# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X254

Date of Preliminary Decision: 28 December 2022

## Case Outline

### **The customer's complaint is that:**

- He does not receive any water pressure at peak times. He lives in a block of 8 houses and the shared supply comes into the middle of the block and the customer is at the end of the line. The problem has got worse since he purchased the house 15 years ago as more houses have been built in his block.
- The customer has been asking the company do something about this for 10 years and he feels he has been "messed around" over this time. This is affecting his quality of life as his wife has to get up very early to have a shower and during hot weather it is a problem. The lack of water disrupts his heating.
- The customer is not able to speak to his neighbours because some of them are in council houses which means they would need the permission of the council for changes and also he feels he shouldn't have to contact them as he doesn't know his neighbours.
- The customer says that he was initially quoted £5000.00 for a new supply after which the company said this could go down to £3000.00 depending on how/where the pipes are installed. The customer feels this is unacceptable because it is an extortionate amount and because the price should be fixed at the outset.
- The customer believes that the company has a moral duty to sort this problem out for him which he says is affecting his health. The customer would like an individual connection at no cost.

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

- The company says that there are no issues on its network.
- The readings show a high of 4.7 bar and a low of 2 bar. The pipework, causing the low pressure at the customer's property is due to his property sharing the private joint supply with 6 other properties.

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- The company has offered all properties the opportunity to lay their own supply pipes and if that happened the company would connect the individual supply pipes for each property to the mains at no cost. This would mean that the joint supply pipe that they are responsible for would be redundant.
- If all properties did not agree to this, the company would not agree to connect free of charge so each individual homeowner would have to apply to the company's developer services team and cover the cost of the new connection themselves.
- The company says that it will not proactively contact all neighbours to try and arrange this as it would not become involved in a civil matter. The customer will need to either speak to his neighbours or put a note through their doors with the resolution that has been discussed with him.
- The company will not give the customer a free connection if all other neighbours do not agree. If he does not want to contact his neighbours (or if they don't agree) then the customer will have to apply for his own connection.
- The company would waive the £171.60 application fee only.
- The company is supplying water at the boundary stop tap that is within regulatory specifications and the low pressure is the result of being on a joint supply with a number of other properties. This is a third-party matter and not the responsibility of the customer.

### 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 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.

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## How was this decision reached?

1. The evidence in this case shows that when the property was initially built, there was not a problem with the water pressure. The customer says that the number of nearby houses has increased over the period of his ownership and he now does not have an adequate water supply. The company has responded to the customer's complaint denying liability. The WATRS Case Management platform indicated that WATRS extended time for the customer's reply to the company's response until 10 am on 13 December 2022 (today). No reply was received from the customer although he has responded to my Preliminary Decision. I confirm that in reaching this Final Decision, I have taken into account the submissions made by the customer in response to my Proposed Decision. The company has not made comments.
2. I am mindful that under the Water Industry Act 1991 companies must make supplies of water available to domestic premises and maintain the connection between its water main and the service pipes for the premises. It must also have in place a system to maintain, extend and improve its water mains and other pipes which is enforceable by Ofwat. I make clear that a claim that the company should lay new pipework as part of its own network would fall outside the scope of this Scheme because rule 3.5 of the Scheme rules precludes an adjudicator from deciding any case over which Ofwat has power to determine an outcome. In any event, the documentation I have seen indicates that water is supplied to the boundary stop tap that serves the customer's property. The issue is rather about the water pressure, which the customer says is insufficient to meet all their needs, particularly at certain times each day.
3. Under Ofwat's Guaranteed Standards Scheme (GSS), which is made law by the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008, the company is required to maintain a minimum pressure of water in the communication pipe of seven metres of static head (0.7 bar) although the company further explains that Ofwat requires 0.9 bar of pressure and its own commitment is to provide 1.5 bar to the boundary stop tap.
4. Under section 65 of the Water Industry Act 1991, the water provided must be at such pressure that water reaches "to the top of the top-most storey of every building in the undertaker's area".

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No water pressure is stipulated at that point. Moreover, a company is not obliged to supply water at a height greater than that to which it will flow by gravitation.

5. The evidence shows that the customer has expressed concern about his water pressure since 2009. The company has explained that the customer shares a supply pipe with seven other properties by way of a shared supply pipe and this is why he suffers pressure issues at peak times. The company comments that the supply pipes would have been installed by the builder or developer at the time the properties were built or when the water supply was connected and that it would have been their decision to supply all eight properties from the one connection. This decision was not made by the water company. I also find that this is likely to have been the case.
6. The water pressure has been measured in 2009 (3.5 bar) and 2016 (1.9 bar). A logger was fitted to the main in 2018 which showed by 2018 that the water pressure was delivered at the boundary with a high of 4.5 bar and a low of about 2 bar. In 2019, this revealed highs of 4.7 bar and lows of 2 bar. There is thus no evidence that the company has not supplied the required water pressure at the boundary stop tap of the customer's building.
7. The company has also submitted evidence that in this time the company has given consistent advice to the customer that if he wishes the company to make a change that affects only him, this will involve a separate connection which he must apply for and pay for. This is, I find, consistent with the published information about the provision of new supplies in the company's published information. Its booklet states:

*Whether you are replacing your supply pipe or having a new separate supply, if you are a household customer, you will need to apply to Affinity Water's Developer Services team for a new connection and we will carry out a survey and provide you with a quote for the new connection works.*

*Regardless of the type of property you have, you will need to employ your own contractor to carry out the works. We can advise you on this process including the type and size of supply pipe you will need and whether the pipe will need to cross neighbouring land.*

8. Although in 2009, the customer was quoted £1,300.00 for the cost of installing a new connection pipe, by 2022 he was told that the cost had risen to over £3,000.00. The customer was not happy to pay this sum and contacted Ofwat, reporting that he had been told by Ofwat that the

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company is not “legally not allowed to quote that amount of money”. There is no evidence that the company cannot charge this amount if it is justified; however, the position is that a precise quote has not yet been given and will be given until an application has been made. When the customer discussed this with the company it was explained that there was an uncertainty at present as to whether the length of the connection pipe will need to be 2 metres (as the customer says) or 4 metres (as the company allowed for) and it is not known whether the road would need to be closed. The company has further explained in its response to this application that the charge includes the cost of council permit, traffic management, materials and contractors all of which are recovered from the customer at cost.

9. The papers indicate, however, that in this time, the customer has been told orally by the company’s Regional Operations Manager that, if all the properties on the joint supply were to agree to lay their own supply pipes, the company would connect the individual supply pipes for each property to the mains at no cost. This is thus a collective solution for all occupants in his block of flats. All customers would then have their own supplies from the main and the existing supply would be redundant.
10. However, an issue has arisen as to how this should be managed. The customer wants the company to organise agreement to the new connection and the company says that this is for the customer to do as it is a third party issue. The company makes the point that it would be necessary for all affected parties to make a joint application (although it would waive the cost of this) but therefore there would need to be agreement. It will not create the new connection unless all parties agree. The company is not willing to try to achieve this because it says that it is required by Ofwat to mitigate unnecessary costs that will be passed on to other customers. It is concerned that it will become embroiled in mediating between the customer and the other residents. This is something it explains it is not responsible for and it would be unfair for other customers in its supply areas to cover the additional administration costs this would involve. It says that if it sent a letter to all customers, this would be a point of engagement in the process.
11. I find that as the company has investigated the customer’s complaint, discovered that it is supplying water at the customer’s shared property within statutory limits and that there is a single solution (which the customer must pay for) and a collective solution that would be available if it is organised, the company has largely supplied its services to the expected standard. By offering the collective solution, I find that it has exceeded expected standards.

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12. I do not accept that because the company has been unwilling to take further action that the customer has been “messed around” as he has stated to the **XXX**. As I find that an average customer would expect the company to decline to make expenditure that it would not make for other customers affected by low water, it follows that I find that an average customer would not expect the company to pay for a new single connection for the customer which is available for him but for which he must meet the costs. I also note that the customer has put forward no evidence of hardship either directly to the company or through **XXX**.
13. The view of **XXX** has been that the company and not the customer should be responsible for writing to the other residents of the customer’s block of flats. The customer is not willing to do this because he says that he does not know them and some are Council tenants. He has in his response to my Preliminary Decision also repeated that the fact that some residents are Council tenants and he has asserted that the Council would not agree to single connection, although as the Council has not been asked, there is no supporting evidence for this. The company suggests that the customer should speak to the residents or put a note through the door.
14. I have considered the impact of this, and I have concluded in this Final Decision that I should not accept the proposition put forward by the customer that the agreement of the Council is unachievable when there is no supporting evidence for this. I therefore find that it is fair and reasonable in reaching my Final Decision to keep open the possibility that the Council or other landlords might be prepared to agree to such a proposal.
15. I accept the company’s argument that it is not its role to orchestrate the reaching of an agreement between the customer and his neighbours or the Council. However, I note that the company has not put its offer in writing at all, except by way of explanation within the body of information in this adjudication. I find that this is an obstacle in the way of the customer – and would, indeed, be unlikely to protect the company from administrative costs, because other residents / landlords might not believe that the company’s offer is on the table and, if interested at all, would contact the company for confirmation or further details. There would be no designated point of contact and I find that it is likely that the customer and the neighbours (including, potentially, the Council) would become frustrated by lack of clear information. I find that in inviting the customer to take advantage of an offer of assistance, an average customer would reasonably expect the company to make the terms and scope of the offer clear.

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16. I therefore find that an average customer would expect the company to write a standard form letter addressed to all those responsible for the water connection at each property (suggesting that any tenants should forward the letter to their landlords).

17. I find, however, that the customer would need to agree to this because he would need to coordinate the application. Despite the customer's response to the Preliminary Decision, I find that the possibility should be kept open throughout this adjudication process. I therefore find that such a letter should indicate among other matters:

- a. That the company is aware of and in agreement with the proposal, to be explained to other residents by the customer, to provide a new connection free of charge to all residents of the property, provided that they arrange and pay for the supply pipes from their home to a boundary stop tap that will serve only their property.
- b. That the customer and not the customer is responsible for coordinating this and the residents should address any enquiries to the customer in the first instance
- c. A short explanation as to what this work might involve in terms of inconvenience.

18. I make clear that if the customer does not consent to coordinate the application, then the company is not required to take this action, and no further action is required save that I note that the company's usual procedures would require the provision of a single connection if the customer is prepared to pay for this. No direction is needed in respect of a single connection, however, as the customer's position is no different from that of any other applicant for connection.

19. It follows that the outcome is as set out below.

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### **Outcome**

1. The company shall, if the customer tells the company that he agrees to coordinate an application by the residents of his block of flats to the company for the provision of separate connections to the mains, write to each the occupiers of each flat (indicating the need to forward this to their landlords where appropriate) a letter explaining, among any other matters thought necessary:
  - a. That the company is aware of and in agreement with the proposal that all residents should jointly apply to the company to provide a new individual connection free of charge to all flats, provided that they arrange and pay for the supply pipes from their home to a boundary stop tap that will serve only their property.
  - b. That the customer and not the customer is responsible for coordinating this and the residents should address any enquiries to the customer in the first instance
  - c. A short explanation of what this work is likely to involve in terms of inconvenience.
2. If the customer does not agree to coordinate this, the company is not required to take further action.

### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.

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- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

*Claire Andrews*

**Claire Andrews, Barrister, FCI Arb.**

**Adjudicator**

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