

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X259

Date of Final Decision: 21 December 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company used poor workmanship when repairing her supply pipe, which led to damage to her boiler, taps, shower and toilets. The customer is seeking the company to pay £1,000.00 due to the inconvenience and distress incurred.

Response

The company says it has investigated the customer's complaint thoroughly and, as a gesture of goodwill, repaired the leak on the private pipework and replaced or repaired the customer's boiler, taps, shower and toilets. The company has offered £250.00 compensation as a gesture of goodwill, which has been declined.

Findings

I am satisfied that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning repairing the leak on the customer's pipework. Furthermore, I am satisfied there have been failings concerning customer service, for which the customer has not already been paid adequate compensation

Outcome

The company shall pay the customer £200.00.

The customer has until 16 January 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company used poor workmanship when repairing her supply pipe, damaging her boiler, taps, shower and toilets.
- The customer is seeking the company to pay £1,000.00 due to the inconvenience and distress incurred.

The company's response is that:

- It has investigated the customer's complaint thoroughly and, as a gesture of goodwill, repaired the leak on the private pipework and replaced or repaired the customer's boiler, taps, shower and toilets.
- The company has offered £250.00 compensation as a gesture of goodwill, which has been declined.

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 repair of 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 on 30 September 2021, whilst carrying out proactive leakage detection work, the company established a leak that existed on the communication pipe serving the customer's property. The evidence shows that the leak was repaired, but there was still noise on the pipes, which stopped when the external stop tap was turned off, suggesting a further leak on the customer's private pipework.
5. In November 2021, the customer's plumber attended the property and advised that the leak was external. On 1 December 2021, the customer contacted the company to relay this information and an appointment was made for 5 January 2022 to investigate the leak further.
6. On 5 January 2022, the company attended the property, and the internal stop tap was turned off, and it was found that the water meter was still turning. The evidence shows that this indicated the leak was on the customer's private supply pipe. I understand that the company offered to repair the leak as a gesture of goodwill, and permission to dig on the driveway was obtained from the customer.

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7. After further investigation on 17 January 2022 and 20 January 2022, the company determined that the leak was on the supply pipe under the extension of the property. The customer requested that the excavation dug by the company remain open to enable her plumber to create a new point of entry. The customer then contacted the company on 10 February 2022 to advise the leak had been repaired.
8. On 20 April 2022, the customer contacted the company to advise a further leak was showing in the same spot as the previous excavation on her driveway. I understand that the company explained that this leak was on a private pipe, so the customer may not be eligible for a free repair. However, it would investigate further.
9. On 5 May 2022, the company replaced a section of the private supply pipe as a gesture of goodwill. However, the customer was left without a water supply after this work, so it sent a plumber out the same evening. The plumber repaired the taps, shower and one of the toilets. I understand that another toilet was also not working, but the customer was going away and asked that the company attend once she was back.
10. On the customer's return, she noticed further issues in the property and on 25 May 2022, the company attended and unblocked the boiler and the shower. A new float valve was also fitted to the downstairs toilet. The customer advised there was still a further issue with the toilet. However, the company advised that this was a fault with the syphon and was not related to the work carried out by the company. However, I understand that a replacement syphon was sourced and replaced as a gesture of goodwill. The customer continued to have problems with her shower following the company's visits, so a replacement shower was ordered, which was installed on 9 June 2022.
11. The customer remained unhappy with the service provided by the company and, in July 2021, escalated the dispute to CCWater to resolve. The customer believed that the damage had been caused by the company's contractor when repairing the second leak on her supply pipe, and despite the company fixing the various damage caused, it provided poor service. However, CCWater could not resolve the dispute, and on 19 October 2022, the customer commenced the WATRS adjudication process.
12. Concerning whether the company failed to correctly repair a leak on the customer's pipework which damaged the customer's boiler, taps, shower and toilets. The evidence shows that the

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company attended to the customer's property once it was aware of the issues with the boiler, shower and toilets and repaired the customer's private pipework to prevent further leaks and blockages.

13. 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 visiting the property and repairing or replacing the customer's boiler, taps, shower and toilets. 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.
14. As shown by the company's response documentation, the customer is responsible for maintenance and keeping her private pipework in good condition. After careful analysis of the correspondence and evidence, I find that the company did not to undertake its repairs with due care and attention. As shown by the customer's correspondence and CCWater documentation this led to grit and debris entering the customer's supply pipe and the subsequent damage to the customer's boiler, taps, shower and toilets. Considering the above, I find there are grounds to conclude the company has not provided 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.
15. The company has certain obligations in respect of its customer services. On reviewing the various correspondence, I believe that the company, despite the company repairing all the damage to the customer's boiler, taps, shower and toilets, did not deal with the customer's concerns efficiently and appropriately, considering the circumstances.
16. Within the company's response, it admits that its service fell below the standard expected and has offered £200.00 to apologise for the service received and a further £50.00 to contribute towards the cost of the private plumber. The customer has refused this offer as she believed that £1,000.00 would be more appropriate considering the distress and inconvenience incurred.
17. On careful review of all the evidence and considering the length of time that this dispute has been ongoing and the level of inconvenience that the company caused, I am satisfied that these

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shortfalls fall within Tier 2 of the WATRS Guide to Compensation for Inconvenience and Distress. I consider that £200.00 would adequately cover the customer for the inconvenience caused by the company's failings. Accordingly, I direct the company to pay the customer £200.00.

18. 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.

19. Considering the above, I find the customer has proven the company did not provide its services to the customer to the standard to be reasonably expected by the average person concerning repairing the leak on the customer's pipework. Furthermore, I am satisfied there have been failings concerning customer service, for which the customer has not already been paid adequate compensation.

Outcome

The company shall pay the customer £200.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 16 January 2023 to accept or reject this decision.
- 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.
- 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.



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**Mark Ledger FCI Arb
Adjudicator**

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