

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X262

Date of Final Decision: 4 January 2023

Party Details

Customer:

Company:

Complaint

The customer claims the company refuses to maintain and repair the supply pipe leading to his property. Once this issue was raised the company failed to provide information in a timely manner and provided poor customer service which led to inconvenience and distress. The customer is seeking the company to be responsible for the supply pipe and undertake the replacement work of the pipe causing the leak.

Response

The customer's supply pipe is a private water supply pipe and has not been adopted. The company made it clear when it visited the property and in its dialogue with the customer that it is not responsible for the repair, nor has the supply pipe been adopted. The company admits some customer service failings and, where appropriate, has made payment under its Guaranteed Standards Scheme. 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 standard to be reasonably expected regarding the customer's private supply pipe.

Outcome

The company does not need to take any further action.

The customer has until 25 January 2023 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X262

Date of Final Decision: 4 January 2023

Case Outline

The customer's complaint is that:

- The company refuses to maintain and repair the supply pipe leading to his property.
- Once this issue was raised the company failed to provide information in a timely manner and provided poor customer service which led to inconvenience and distress.
- The customer is seeking the company to be responsible for the supply pipe and undertake the replacement work of the pipe causing the leak.

The company's response is that:

- The customer's supply pipe is a private water supply pipe and has not been adopted.
- The company made it clear when it visited the property and in its dialogue with the customer that it is not responsible for the repair, nor has the supply pipe been adopted.
- The admits some customer service failings and, where appropriate, has made payment under its Guaranteed Standards Scheme.

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 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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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 the customer's supply pipe.
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 Guaranteed Standards Scheme.
4. From the evidence put forward by the customer and the company, I understand that the customer's property was built by REDACTED, and a water meter was fitted for REDACTED by the company on 25 September 2019. On 27 September 2019, the property was sold to the customer, who then became responsible for the property's supply pipe up to the point of the external stop valve.
5. On 16 January 2020, the customer contacted the company to query his consumption as his household water usage was low, which was not reflected by the meter readings. I understand that the company provided the customer with a leak and flow test to help identify if there was a leak and whether that leak was the company's or the customer's responsibility to repair.
6. On 17 January 2020, the customer advised the company that the test had not indicated an external leak; therefore, the leak was revealed as being on the customer's private supply. The company informed the customer that as his leak was internal, it would be his responsibility to repair it. I understand that the company amended the move-in reading on the customer's account to help identify if the high consumption resulted from the estimated move-in read.
7. On 12 March 2020, the company sent a second leak and flow test to the customer, and on 17 March 2020, the site manager for the customer's property contacted the company to raise

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

concerns that the meter was moving even when the supply was shut off. However, the company was unable to attend to the customer's property due to COVID-19 restrictions, and the evidence shows that the company contacted the customer on 13 May 2020, 29 June 2020, and 03 July 2020 to confirm that the job was still open, but it could not attend due to COVID restrictions. Once the COVID restrictions were lifted, the company would attend to the property.

8. On 06 July 2020, the customer's site manager established that the leak was on the customer's supply pipe between the customer's property and the meter, but they were unable to identify the exact location of the leak. On 07 August 2020, the customer contacted the company to advise that they would claim through their developer for costs incurred during the leak.
9. On 18 September 2020, the company contacted the customer, and an appointment was booked for 02 October 2020. However, this was rescheduled by the customer, and the company attended the property on 14 October 2020. The company confirmed the customer's meter was supplying only the customer's property and that a leak existed on a manifold at the top of the customer's driveway entry point. The company says it confirmed this by turning the internal stop tap off, which showed the meter still spinning. I understand that the company informed the customer's site manager that it would be their responsibility to repair the leak.
10. On 05 January 2021, the company contacted the customer's site manager to see if further action was required and as no further response was received, it was assumed that the leak had been repaired.
11. On a separate call on 5 January 2021, the customer advised that his credit file had been negatively marked. The company advised that it would investigate, and on 11 January 2021, the company contacted the customer to advise that as there had been an ongoing issue concerning consumption, the company had changed the negative status to a neutral status with a query flag. Between 13 July and 20 November 2021, various correspondence occurred between the parties regarding the customer credit file and a hold was put on the account until 20 January 2022.
12. On 17 February 2022, the customer contacted the company to advise of a possible new leak. I understand that the company put the customer's account on hold and also set up a new Direct Debit to cover the customer's usage. Between 7 and 28 May 2022, various correspondence took place between the parties regarding the leak, and after the company attended the property on 28 May 2022, it was established that the leak was likely to be the joint in the private supply pipe.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

13. On 13 June 2022, the company undertook a gas test at the customer's property which was inconclusive as the leak was too small to register on the gas test. The customer remained unhappy with the company's service and believed that had the company taken ownership of the supply pipe, any repair could have been done earlier. The company maintained its view that the supply pipe was private, and it had highlighted on its previous visits that a leak existed and was for the customer to repair. On 4 July 2022, the company applied a Leakage Allowance of £638.56 to the customer's account plus a further £100.00 under its Guaranteed Standards Scheme due to customer service errors.
14. Contractors employed by the customer's site manager attended the property on 31 July 2022 to investigate and repair any leaks in the customer's supply pipe. The customer remained unhappy with the company's service and escalated the dispute to CCWater in August 2022 to resolve it without success. On 20 October 2022, the customer commenced the WATRS adjudication process.
15. 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.
16. Within its response, the company says it has never discussed the adoption of any pipework past the external stop tap towards the customer's property. The company's mapping system shows no pipework towards the customer's property, and the company has never maintained this section of pipework. The evidence shows that on 27 September 2019, the property was sold to the customer, who then became responsible for the property's supply pipe up to the point of the external stop valve.
17. Whilst I sympathise with the customer, after reviewing the documents put forward in evidence, I find that the default position is that unmapped pipework would be the responsibility of the freeholder rather than the company. The various maps and documentation show that the mapped pipework runs in the street in front of the customer's property. Therefore, I find that the pipework beyond this point to the property is private and the customer's responsibility. Furthermore, the evidence shows that the company is not required to adopt this additional private pipework.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

18. The evidence shows that the company correctly highlighted that the leak was a private issue in 2020, and most of the delays in establishing the exact location of the leak were due to COVID-19 restrictions. Considering 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 customer's supply pipe.
19. Concerning whether the customer has had adverse reporting on his credit file because of increased bills, Section 143 of the Water Industry Act 1991 gives the company the power to set a Charges Scheme. Where an invoice has not been paid, in line with the company's Charges Scheme, a debt recovery process is in place for all customers.
20. In January 2021, the company reported the account with a 'U' status and a 'Q' flag as there was a hold on the account pending a leakage allowance. I understand that the 'Q' flag means that the account was in query, which has a neutral effect on the customer's credit file.
21. Whilst I appreciate the customer's position, as an outstanding balance existed on the account, I find that the company was entitled to report any late payment or payment arrangement to the credit reference agencies. It is for the customer to monitor his accounts and be aware that his lack of payments would not cover the balance and ongoing charges. Considering the above, I find that it has not been proven that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its reports to the credit agencies.
22. 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 why the supply pipe was the customer's responsibility. The customer was also advised that any leak allowance could only be applied once the leak had been identified and repaired.
23. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately considering the circumstances. I note that where there have been a couple of delayed responses to the customer, the company has paid under its Guaranteed Standards Scheme.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

24. The customer has made comments on the preliminary decision and having carefully considered each aspect of the comments, I find that they do not change my findings, which remain unaltered from the preliminary decision. I have however, amended, the wording of the customer's complaint to clarify the issue in dispute.
25. Considering 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 customer's supply pipe.

Outcome

The company does not need to take any further action.



Mark Ledger FCI Arb
Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.