

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X268

Date of Final Decision: 20 December 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer complains that following the installation of a water meter and after the pandemic (when no meter readings were taken) he was found to have a leak. The company said that the leak was due to his lead piping, but the customer says that there was a fractured connector which was the property of the company. The customer would like the company to add a leakage allowance and accept responsibility for the cracked fitting.

#### Response

The company says that when it investigated the customer's leak in April 2022, the fitting was not cracked. It says that the leak was from the customer's lead service pipe and there was no leak from a company asset. The company denies liability to reimburse the customer with the cost of replacing the lead service pipe.

#### Findings

I find that, while it is possible that the leak was on the customer side of the stop tap and would have been a liability of the customer, and while I accept that damage could have been caused to the connector when the meter was changed, the evidence does not show this to have been probable and the evidence also does not indicate the presence of a leak at the connector in April 2022. The company was not given a chance to inspect the alleged leak at the connector prior to reinstatement by the customer. I find that an average customer would not reasonably expect the company to accept liability for a customer-side leak in these circumstances and therefore the company has provided its services to the expected standard. The company has now paid the customer a leak allowance and made certain compensatory payments for poor communications with the customer. The company does not need to provide any further remedy.

#### Outcome

The company does not need to take further action.

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# ADJUDICATOR'S FINAL DECISION

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## Case Outline

### The customer's complaint is that:

- Having had a water meter fitted in 2019, the customer noticed after a few years that the bills for two people in a semi-detached house who spend quite a lot of time away were higher than expected. At first, the bills had been consistent with what would reasonably be expected, but this was during the period when the meter was not read due to covid.
- When the meter began to be read again the customer became concerned about the high usage amount, so began to investigate. He identified a leak because when the internal stopcock was closed, the meter still turned. The company, when notified about this, investigated and advised the customer to replace the lead pipe on his side but when works were being done, the contractor noticed that the fitting at the meter was cracked and stated that this was the cause of the leak.
- The company says that this is not the company's fault and that the customer's contractors caused the problem which the customer contests. He asked the company to do a simple test on the old lead supply to prove that no leak was present in that pipework. He said that the company could do this by reconnecting the old supply when they replace the lead pipe on its side of the meter and see if the meter still turns - which would prove one way or another where the leak was from.
- The company said that it would send a technician out to talk about this and take a look at the cracked fitting which the customer kept as well as at the video sent by the customer to the company of the leak when the contractors found it.
- The customer says that the last contact with the company was with "REDACTED" who had been looking into the complaint on 9 June 2022 and had said that said she would come back with a date to meet the technician at the customer's address, but nothing had transpired so the customer texted her on 21 August 2022 for any update, but no response has been given.

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- The new supply is now fitted at the customer's cost which he would like to be reimbursed and for the extra cost of the water bills after the meter was fitted.
- When the customer contacted the Consumer Council for Water (CCWater) his case was still active at stage 2 of the complaints process. Once the company provided a final reply following a visit from its engineer, the company confirmed that it does intend to add a leakage allowance but will not accept liability for the damage that caused the leak.
- The customer would like the company to add a leakage allowance and accept responsibility for the cracked fitting.

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

- The company is responsible for pipework up to the property boundary, including the external stop-valve, meter and any associated fittings as stipulated by sections 46 and 179 Water Industry Act. All other underground pipework from the external stop tap up to and inside the property remains private and the responsibility of the property owner to maintain and repair.
- The company says that it initially responded to contact concerning potential leakage at the customer's property during March 2022.
- The company found in April 2022 that there was leakage but not on the company's public mains network and its associated fittings. Leakage was confirmed as being on the customer's underground private supply pipework. The checks were thorough and included an excavation of the outlet box.
- Although there were no signs of leakage in this area, the meter was noted as moving slowly, confirming that the leak was within the property's private supply pipe. The company confirmed its findings to the customer and advised him of his responsibility to identify the location of the leak and to take steps to complete repairs.

**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

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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 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.

Neither party has made comments on my Preliminary Decision. The outcome of my Final Decision is the same as that of my Preliminary Decision.

### How was this decision reached?

1. The customer says that the company installed a water meter in 2019.
2. Following high bills after a period when the meter had not been read due to the pandemic, the customer was advised that it was probable that there was a leak in the lead pipe between the boundary and his home. When his contractor carried out the work, it was discovered that there was a crack in a universal transition coupling said by the customer to have been owned by the company but which was on the customer's side of the meter. The customer says that this crack would not have been present before the meter was installed and the company is liable because it had owned this fitting.
3. I find that the customer says in summary that that when the meter was replaced, the coupling was over-tightened on the lead pipe or the company allowed a sharp turn in the pipe to put pressure on the coupling, and therefore the company damaged it. He says this caused the connector to crack and leak. The customer argues that because the meter was not then read due to the pandemic, the fact that the installation was leaking was not immediately apparent. When the company identified a leak, it wrongly blamed in the customer's lead piping.
4. The customer says that the true cause of the leak was discovered by his contractor "Mole N the Hole". The customer says that replacement of the lead piping, which cost £850.00, was not necessary because the problem was in the connector. The customer also complains that the company has not carried out complete investigation because it was not willing to re-attach the lead piping and has provided poor customer service.
5. I am mindful that the leak has occurred on the customer side of the meter and it is therefore a matter for which, without more evidence, the customer rather than the company, would be

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responsible because the problem was in the area of the customer's private supply. I have taken into account sections 46 and 179 of the Water Industry Act 1991 (referred to by the company) the effect of which is that the company's liability and ownership end at the stop tap. The lead piping and the connector lay at the customer's side of the stop tap.

6. I accept, however, that the position might be different if the company had, when replacing the meter, caused the damage complained of to the customer's pipework by reason of workmanship that was not of the standard of workmanship that would reasonably be expected. However, I am not satisfied that the evidence supports this conclusion. The company says that when its crew attended to change the meter, there was no damage to the customer's pipework and no leak. I am mindful that it would normally have been expected that at the point of installation of a meter, the technicians would check that the meter was not turning when no water was being used.
7. I also bear in mind that adjudication is an evidence-based process and that a party's case cannot succeed unless the evidence overall (which includes inferences reasonably drawn from evidence) supports that position.
8. I have considered the evidence submitted by both parties carefully, but I find that overall, this does not establish that the company caused the leak. While I accept that it is possible, I also find that there are reasons why this may not be probable. I reach this conclusion because:
  - a. If the company had caused leakage, it is more likely than not that the company would have been aware of this at the point when the meter was replaced. The coupling was at high level in relation to the meter and workmen, who would have cleaned the pipework in order to replace the meter. They would have been able to see any damage caused and in particular following the installation would have been able to see if the meter had been turning. It is unlikely, I find, that the company would have installed the meter and left it in a condition where water was being recorded as being used when no appliances were in use.
  - b. The mere fracture of the coupling does not mean that there was a leak, although it could have caused this. As the customer has submitted in evidence, the supply pipe would have been inside the coupling, the purpose of which was (whether cracked or not) to hold the supply pipe in place.

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- c. When the investigation of the leak took place on 13 April 2022, I find that the evidence does not support that there was a leak at the coupling. The company says that the fracture of the coupling cannot be seen and that therefore the damage is likely to have been caused later (for example when the lead pipe was altered or exposed through digging). While I am not fully sure that the photograph taken by the company when it investigated the leak shows no fracture to the coupling because of the low resolution of the photograph, I accept that there is no evidence of a flow of water from the coupling because the water shown is completely static. Moreover, contrary to the customer's submissions, the accumulation of water in a pit is not strong evidence that this has been caused by a leak at the point where the water is visible. I find that it is probable that the presence of static water in the hole is not unusual in work of this kind, as water would normally be required to wash mud/debris around the meter to expose the pipework and fittings. It is also possible that water in the excavation would have flowed downhill from any leak on the lead pipework because of a slight gradient in the land. The presence of water is also consistent with a high-water table or underground water draining from elsewhere. It follows that I find that it is more likely than not that at the point where the company investigated the leak in April 2022, the coupling was performing its function correctly.
  - d. No inference can be drawn from the timing. While I take into account that no meter readings were taken during the period of the pandemic, this has also had the consequence that the leak cannot be immediately associated with the change of meter.
  - e. While I note that the customer complains that the company was not willing to reconnect his lead pipework to test for leaks due to fear of contamination (which I find to be a position that an average customer would reasonably expect), I observe that it is also the case that the customer has not had that pipework tested or assessed in any other way so as to provide evidence that might challenge the company's position.
  - f. Moreover, I note that the company has not been given an opportunity to inspect the pipework said to be leaking. The private repair was carried out and the reinstatement completed before the was notified of this issue.
9. I find that an average customer would not reasonably expect that the company would make a payment to the customer in respect of work done on his private pipework in circumstances where the evidence did not show that it was probable that such damage had been caused by the

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company. I do not find that the evidence, taken overall, meets that threshold and I therefore find that the company would reasonably be expected to decline to make payment to the customer for the work done on his side of the stop tap.

10. The customer has also complained to the Consumer Council for Water (CCWater) that he was not given a leak allowance. The company has agreed that the customer had been told both orally and in writing that this would be done and that this was appropriate. The company says that the allowance has now been paid. The company has now apologised for the late payment of this and has also made a further credit to the customer's bank account of £30.00 in compensation. There is no evidence to the contrary and I accept that this has been done.
11. The company has also explained that it has raised payments to the customer totaling £120.00 which were due for payment to the customer in September 2022. These related to the company's Guaranteed Standards of Service (GSS) to acknowledge omission to respond to the customer's contacts to the company received on 26 and 30 May 2022 and which also, I find, cover the communications with "REDACTED" about which the customer complains. (The company has also noticed that two further payments, each for £20.00 have been raised and paid allegedly in line with the GSS, were raised incorrectly (because of an administrative error), but is not reclaiming these.)
12. It follows from the above that as I am satisfied that a leak allowance has now been paid and compensation has also been given for the company's omissions to respond to the customer's communications within an expected period, the company has now performed its services in the way that an average customer would reasonably expect. I do not find that the company has not now omitted to provide its services to the expected standard, and it follows that I do not direct that the company should provide any further remedy to the customer.

#### **Outcome**

The company does not need to take further action.

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## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- 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.

## Claire Andrews

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

**Adjudicator**

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