

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X373

Date of Final Decision: 13 March 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer claims that the company put the customer under undue pressure to accept its offer of expensive remedial work to repair the customer's pipework, which the customer's insurers ultimately resolved. The customer is seeking the company to apologise, provide compensation to reflect the distress and inconvenience incurred together with the increase in her insurance premium.

Response

The company says that at no time did it put the customer under undue pressure to accept its offer of remedial work. 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 Waste Water Notice to the customer. The company provided the customer with three quotes for if the customer appointed their contractor to lay a new private supply pipe, or whether the customer wished the company to replace her existing pipework, and finally, the installation of an independent water supply pipe and connection to the water main. The customer chose not to accept the company offer of repair, and ultimately the repairs were conducted by the customer's insurance company and its contractors. The company has not made any further offers of settlement.

Findings

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 putting the customer under undue pressure to accept its offer of remedial work.

Outcome

The company needs to take no further action.

The customer has until 3 April 2023 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION

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Date of Final Decision: 13 March 2023

Case Outline

The customer's complaint is that:

- The company incorrectly advised him in 2010 that no leak existed on his pipework and that the excess water on his property was due to groundwater.
- In 2018, the customer installed a French drain to alleviate the excess water.
- However, in 2022 it was established that a leak existed on the pipework, not from groundwater and that a French drain would not have been necessary.
- The customer is seeking the company to refund the £4,850.82, which is the total cost of installing the cobbled strip and the French drain, pay £750.00 towards the cost of repairing his drive and £1500.00 compensation for the waste of time, stress, and effort in resolving the issue.

The company's response is that:

- Neither it nor the customer can conclusively prove that a leak had existed at the property since 2008, when the customer moved into the property.
- On reviewing pictures from Google Earth of the property taken in 2011, 2016 and 2021, it seems the water started showing at some point between 2016 and 2021 and that any leak does not pre-date 2016 as the customer suggests.
- The company attended the property in 2020, used a listening device, installed a check meter, and conducted a chlorine test. All of these concluded there was no leak coming from the company's pipework, and all indications pointed to the water being groundwater.
- In 2022, the company confirmed a leak in the company's pipework which was promptly repaired.
- The company offered as a goodwill gesture to pay half of the customer's £4,850.82 French drain invoice, which was refused. Accordingly, no sums are due.

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.

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 incorrectly informed the customer that the excess water at his property was groundwater and not a leak from its pipework.
2. The company is required to 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 report of a leak, the company needs to investigate thoroughly if the company's assets are to blame and, if repairs are required, make such repairs to prevent further leaks
3. From the evidence put forward by the customer and the company, I understand that since moving into the property in 2008, the customer's Boundary Box contained water. The customer says he reported this to the company in 2008, 2010 and 2016. The evidence shows that on each occasion, the company advised him that it was groundwater and not a leak on the company's pipework. I understand that the company does not hold the records for the 2008 and 2010 visits as their systems only have data for up to six years.
4. In 2018, the evidence showed that the customer installed a cobbled strip and the French drain across the front of his driveway at the cost of £4,850.82.
5. In 2020, the company said following further reports of water emanating from the customer's Boundary Box, it attended the customer's property and could not see any evidence of a leak. The company used a listening device on the **XX XX** and found no noise. It also installed a check meter, and no water was going through the meter. As an extra measure, the company says it carried out a chlorine test, and the water showed no traces of chlorine. Once again, the customer was informed that the water was suspected groundwater.

6. In February 2022, a third party reported a leak from the customer's **XX**. The company attended the customer's property and located a leak coming from the **XX** connection pipe ferrule. Further work was raised to dig the **XX** to pinpoint the leak's location due to the customer's property being on traffic sensitive road. On 17 March 2022, the company reattended the customer's property and repaired the leak found on the Boundary Box's connection pipe ferrule.
7. On 5 June 2022, the customer contacted the company saying that the company had incorrectly advised him since moving into the property that no leak existed on his pipework and that the excess water on his property was due to groundwater. The company advised him that it had investigated his claim for the reimbursement of costs of installing the French drain, and it could find no evidence that the leak found in March 2022 existed since the customer had moved into the property. The customer was unhappy with the company's response as he was of the view that the company had incorrectly advised him since moving into the property that no leak existed on his pipework, and had he been advised correctly, then he would not have spent the £4,850.82 installing a French drain.
8. Between 6 June 2022 and 23 August 2022, various correspondence occurred between the parties on whether the company had incorrectly advised the customer that the water source in his **XX** was groundwater. I understand that during these discussions, the company offered, as a goodwill gesture and to resolve the dispute, to pay half of the customer's £4,850.82 French drain invoice. I understand that the customer remained unhappy with the company's responses and the offer to pay half of the French drain installation costs. On 2 October 2022, the customer escalated the dispute to CCWater to resolve it without success. On 9 December 2022, the customer commenced the WATRS adjudication process.
9. I note the customer's comments that the water emanating from **XX** since 2008 was ultimately due to a leak on a ferrule on the company's pipework. While I sympathise with the customer, on reviewing the correspondence and other evidence, I find neither party has provided evidence that conclusively proves that a leak had existed on the company's pipework at the customer's property since 2008. Furthermore, I find no evidence before 2022 showing that the water emanating from **XX** was not groundwater, but rather clean water from the company pipework.
10. The evidence shows that when the company attended the property on several occasions before 2022, it undertook tests and found that there were no leaks on its pipework and the water

contained no fluoride. Whilst the customer might disagree with the test results, without evidence to the contrary, I find the company's position that the water emanating from **XX** before 2022 was groundwater to be reasonable.

11. In February 2022, when a leak was reported by a third party, the company investigated matters and found that, in this instance, the leak was from the company pipework. The evidence shows that the leak was repaired in March 2022, which was as quickly as the company could, considering the circumstances. 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 water emanating from the customer's **XX**.
12. 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 water emanating from the customer's **XX** before 2022 was groundwater and not a leak from its pipework. I note that the company offered, as a goodwill gesture and to resolve the dispute, to pay half of the customer's French drain invoice, which was not accepted before the customer commenced this adjudication. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company has offered sufficient recompense for any inconvenience and distress where appropriate within its dialogue with the customer, which was ultimately rescinded by the company once the customer commenced the adjudication. Therefore, I find the company is not required to provide any sums in this regard.
13. The customer has made comments on the preliminary decision and having carefully considered each aspect of the customer's comments, I find that they do not change my findings, which remain unaltered from the preliminary decision.
14. 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 water emanating from the customer's **XX**.

Outcome

The company needs to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 3 April 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