

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X389

Date of Final Decision: 21 March 2023

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer claims that the company did not promptly repair its pipework and damaged her hedge when undertaking the works. Once this issue was raised, the company provided poor customer service, leading to inconvenience and distress. The customer is seeking the company to pay for a tree surgeon to see what can be done to repair the hedge and pay £500.00 for the inconvenience and distress incurred.

#### Response

The company says the delay in repair was due to the customer failing to allow easy access to the water meter. The company's assets, including water meters, have statutory protection against interference, which includes obstructing access for maintenance and repair. It was not unreasonable for the attending engineer to require that the customer's hedge be cut back before repairs were carried out. In normal circumstances, it would have been appropriate to require the hedge to be removed in its entirety by the customer. However, qualified grounds maintenance employees could assist and minimise the amount of hedge removal. When the leak was first brought to the company's attention, there was no immediate impact on either property's supply, and as such, it was not deemed to be urgent or an emergency. Once the situation became clear concerning which meter pit was leaking, the company contacted the customer's neighbour, exchanged his meter, and ensured that his billing was corrected. However, the company accepts there was miscommunication concerning who would carry out the hedge removal, which caused inconvenience for the customer. In recognition, the company has credited the customer's account with one month of free water by way of apology and absorbing the costs of hedge trimming. The company has not made any further offers of settlement.

#### Findings

I am satisfied that the evidence shows that the company did not fail to provide the customer's services to the standard reasonably expected concerning the repairs to its pipework and the customer's hedge.

#### Outcome

The company needs to take no further action.

The customer has until 11 April 2023 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X389

Date of Final Decision: 21 March 2023

## Case Outline

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

- The company did not promptly repair its pipework and damaged her hedge when undertaking the works.
- Once this issue was raised, the company provided poor customer service, leading to inconvenience and distress.
- The customer is seeking the company to pay for a tree surgeon to see what can be done to repair the hedge and pay £500.00 for the inconvenience and distress incurred.

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

- The delay in repair was due to the customer failing to allow easy access to the water meter.
- The company's assets, including water meters, have statutory protection against interference, which includes obstructing access for maintenance and repair.
- It was not unreasonable for the attending engineer to require that the customer's hedge be cut back before repairs were carried out.
- In normal circumstances, it would have been appropriate to require the hedge to be removed in its entirety by the customer.
- However, qualified grounds maintenance employees could assist and minimise the amount of hedge removal.
- When the leak was first brought to the company's attention, there was no immediate impact on either property's supply, and as such, it was not deemed to be urgent or an emergency.
- Once the situation became clear concerning which meter pit was leaking, the company contacted the customer's neighbour, exchanged his meter, and ensured that his billing was corrected.
- However, the company accepts there was miscommunication concerning who would carry out the hedge removal, which caused inconvenience for the customer. In recognition, the company has credited the customer's account with one month of free water by way of apology and absorbing the costs of hedge trimming.

## 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. The dispute centres on whether the company promptly repaired its pipework and, when undertaking the works, damaged the customer's hedge.
2. The company must meet the standards set out in the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. 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.
4. The company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its own Guaranteed Standards Scheme (GSS).
5. From the evidence put forward by the customer and the company, I understand that on 15 June 2022, the customer contacted the company to report a leak from the boundary box. However, the leak was not at that time causing any damage and was not a hazard. This was followed by further contact by the customer on 23 June 2022, advising that the severity had increased. However, the leak was still not causing any damage and was not a hazard.
6. On 26 July 2022, the customer contacted the company to advise that the severity had increased, and she was concerned that it would cause damage and become a hazard. On 10 August 2022, the company attended the customer's property. However, the company could not access its pipework as the customer's hedge had grown over the stop tap and meter and needed to be cut back. The customer was unhappy that the company did not advise her whilst on site of this issue and informed the company that she would not be cutting the hedge as she could not do this

herself. The company raised a further work order for a technician to attend and review what could be done.

7. Between 11 August 2022 and 2 September 2022, various discussions took place between the customer and the company on who would be responsible for the costs of cutting the hedge, and it was agreed that the company would attend to the property to cut the hedge on 2 September 2022. I understand that the hedge was trimmed on 2 September 2022, with the customer in attendance.
8. The evidence shows that the company attended the property on 15 September 2022 to repair the leak, which was found to be on the neighbour's meter within the same boundary box. The evidence shows that the company exchanged the neighbour's meter. After further contact with the customer, the company reinstated the customer's garden on 26 September 2022.
9. On 5 October 2022, the company offered as a goodwill gesture one month of free water worth £35.00 and to absorb the costs of hedge trimming. The customer was unhappy with the company's position as she believed that the company's offer of compensation did not adequately cover the confusion surrounding who would carry out the hedge removal, her inconvenience in having to contact the company to clarify responsibility, and to chase the progress of the repair. Furthermore, she had additionally suffered regarding refuse collections. The customer progressed matters to CCWater on 16 October 2022 to resolve. However, the dispute could not be resolved, and on 14 February 2022 commenced the WATRS adjudication process.
10. As to whether the company promptly repaired its pipework and, when undertaking the works, damaged the customer's hedge, I note the customer's comments that it took from when the leak was first reported on 15 June 2022 to 10 August 2022 for the company to inspect the leak. The company says that when the customer first contacted the company and brought the leak to the company's attention, there was no immediate impact on either property's supply, and as such, it was not deemed to be urgent or an emergency.
11. The evidence shows that when the customer did advise on 26 July that the leak's severity had increased and she was concerned that it would cause damage and become a hazard, the company undertook further investigations and attended the property shortly afterwards on 10 August 2022 and I find this delay reasonable considering the circumstances.
12. Whilst I sympathise with the customer regarding the hedge, I believe, on reviewing the correspondence, that the further delay was due to the need to prune the customer's hedge to

allow access. I find that it is not unreasonable for the attending engineer to require that the customer's hedge be cut back before repairs are carried out.

13. As the company rightly points out in its response, its pipework, including water meters, has statutory protection against interference, including obstructing access for maintenance and repair. The company says in normal circumstances, it would have been appropriate to require the hedge to be removed in its entirety by the customer. However, in this instance, the company was able to use qualified grounds maintenance employees who could assist and minimise the amount of hedge removal, and in doing so, saved the customer the costs of the hedge trimming/removal.
14. 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 the delay in repairs to its pipework and the damage to the customer's hedge. Accordingly, this aspect of the customer's claim does not succeed.
15. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind the delay in repairing the leak and why the customer's hedge needed to be trimmed. This is shown by the correspondence the customer and company put forward as evidence.
16. I note the confusion regarding who would carry out the hedge removal, the company's initial misunderstanding of which meter was leaking and which meter supplied which property. The company has credited the customer's account with one month of free water by way of apology and, in addition, has absorbed the costs of hedge trimming, which I find reasonable considering the circumstances. On careful review of the evidence, I find that I am satisfied there have been no failings concerning customer service, which the customer has not already been adequately compensated for.
17. 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.
18. Considering the above, I find the evidence 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 delay in the repair to its pipework and the customer's hedge. Furthermore, I am

satisfied there have been no failings concerning customer service for which the customer has not been adequately compensated.

#### **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 11 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**