

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X394

Date of Final Decision: 21 March 2023

#### Party Details

Customer: XX

Company: XX

#### Complaint

The customer says the company fitted a stop tap at his property boundary to evade responsibility for pipework up to the original stop tap within the boundary. He seeks the company accept responsibility for the pipework up to the original stop tap and pay compensation for distress and inconvenience.

#### Response

The customer is responsible for the pipework after his property boundary. It fitted a stop tap at the boundary in 2016, which was before the customer bought his property. It denies the claim.

#### Findings

The evidence shows the company provided its services to the standard to be reasonably expected.

#### Outcome

The company does not need to take any further action.

The customer must reply by 20 April 2023 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/X394 Date of

Final Decision: 21 March 2023

## Case Outline

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

- He had a stop tap in his driveway.
- The company then installed a new stop tap on the boundary of his property.
- It did not give him notice before doing so or explain the legal implications.
- He believes it did so to avoid liability for the pipework up to the original stop tap.
- He wants the company to take responsibility for the pipework up to the location of the original stop tap and pay compensation for distress and inconvenience.
- In comments on the company's response, the customer says the company is reliant on recent law to deny responsibility for the pipework, but this is not retrospective. He maintains it installed the stop cock recently to overcome its historical obligations. He disputes Ofwat's guidance applies in his case.
- In comments on a preliminary decision the customer says:
  - Up until 2016 all agencies maintained the pipe up to the original stop tap.
  - The company remained responsible to maintain the pipe up to the stop tap, which was the original stop tap, until it installed another without notice, putting him at financial risk.
  - He purchased the property in 2014, not 2016 as stated in the company's defence.
  - Section 163 of the Water Industry Act 1911 does not give permission or authorise the undertaker, to use this section of the act for its financial gain at the customers expense. And it does not give permission to alter a legal contract between parties without impunity or legal agreement. Section 163 is being used outside of the limit it was intended for.

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

- It is responsible for the water mains and the pipework up to the boundary of the customer's property.

- The customer is responsible for the supply pipe from the stopcock at the boundary to the property.
- The original main controlling stop tap at the boundary of the customer's property was in place in 2016 when the customer purchased the property. There is also a secondary stop tap within the boundary of the customer's property, on the supply pipe.
- The secondary stop tap has no bearing on the responsibility for the pipework.
- Ofwat guidance makes clear the customer is responsible for the supply pipe.
- It denies the claim.

### 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 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.

### How was this decision reached?

1. The customer believes the company is responsible for the pipework up to the stop tap in his driveway.
2. Ofwat's website says:

*"Communication pipes carry water between the water mains and the boundary of private property. If a company stop-tap has been fitted, this will normally mark the end of pipework that*

*is the responsibility of the company and pipework that is the responsibility of the property owner. Not all properties will have their own stop-tap in the footpath but where one has been fitted, this is normally the responsibility of the company to maintain.”*

*“Supply pipes are the smaller pipes that carry water from company pipework into the property. Supply pipes run from the boundary of the property (where there may be a company stop-tap) up until the first water fitting or stop-tap inside the property. Stop-taps along the length of the supply pipe, and any water fittings, are the property owner’s responsibility to maintain.”*

3. Given the above, I am satisfied the customer is responsible for the supply pipe from the property boundary, irrespective of where the stop tap is. Therefore, the company is not required to take responsibility for any section of the supply pipe. The evidence does not show the company failed to provide its service to the standard to be reasonably expected in this regard.
4. The customer is unhappy that the company fitted a stop tap at his property boundary without notice and advice.
5. The company says it fitted this in 2016 before the customer purchased his property. However, its records in support of this do not explicitly state it fitted a stop tap, rather they reference it fitting a meter. I also take note of the customer’s comments that he purchased the property in 2014.
6. In any event, under s163 of the Water Industry Act 1991, the company is entitled to fit a stopcock on its service pipe. There is no requirement for it to give notice before doing so. The evidence does not show that the company failed to provide its service to the standard to be reasonably expected.
7. I appreciate why the customer had concerns over apparent changes to his pipework. However, on review, I am satisfied the company has acted properly. The customer’s claim is therefore unable to succeed.
8. Should the customer believe they have grounds to challenge Ofwat’s guidance or the application of the law, the courts would be the more appropriate forum to resolve such a dispute.
9. I have considered the customer’s comments on a preliminary decision but my findings remain the same. This is because the customer has repeated information already provided and considered above.

### **Outcome**

The company does not need to take any action.

### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 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.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)  
**Adjudicator**