

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT- X436

Date of Final Decision: 31 March 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer claims that the company did not comply with the Water Industry Act 1991 as it did not inform the property's leaseholders when it previously disconnected a supply to the property's bin store. Furthermore, the company isolated the supply at the "Supply Ferrule" rather than at the outbuilding, therefore, requiring the costs of a new connection to restore the supply to the property's bin store. Once this issue was raised, the company provided poor customer service, leading to inconvenience and distress. The customer is seeking the company to waive the reconnection charges of £4,969.60.

Response

The company says a previous employee of the property's landlord's management company had instructed the company to disconnect the supply to the bin store because either they were unwilling to accept responsibility for the associated charges or the supply was unnecessary. In carrying out the instructions of the landlord's agent, the company did not have any duty to consult the property's leaseholders. The supply was capped at the "Supply Ferrule" as it would not have met water regulation standards for a cap simply to be applied to the outlet of the private supply pipe. If the customer requires a new connection for the property's bin store, then under Sections 45 and 46 of the Water Industry Act 1991, there is a statutory obligation for the person requesting the new supply to pay for it. Accordingly, there is no legal obligation upon the company to subsidise the new connection or pay for it in its entirety. 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 disconnection of the property's bin store supply or the request for a new supply.

Outcome

The company needs to take no further action.

The customer has until 28 April 2023 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION

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Case Outline

The customer's complaint is that:

- The company did not comply with the Water Industry Act 1991 as it did not inform the property's leaseholders when it previously disconnected a supply to the property's bin store.
- Furthermore, the company isolated the supply at the "Supply Ferrule" rather than at the outbuilding, therefore, requiring the costs of the new connection to restore the supply to the property's bin store.
- Once this issue was raised, the company provided poor customer service, leading to inconvenience and distress.
- The customer is seeking the company to waive the reconnection charges of £4,969.60.

The company's response is that:

- A previous employee of the property's landlord's management company had instructed the company to disconnect the supply to the bin store because either they were unwilling to accept responsibility for the associated charges or that supply was unnecessary.
- In carrying out the instructions of the landlord's agent, the company did not have any duty to consult the property's leaseholders.
- The supply was capped at the "Supply Ferrule" as it would not have met water regulation standards for a cap simply to be applied to the outlet of the private supply pipe.
- If the customer requires a new connection for the property's bin store, then under Sections 45 and 46 of the Water Industry Act 1991, there is a statutory obligation for the person requesting the new supply to pay for it.
- Accordingly, there is no legal obligation upon the company to subsidise the new connection or pay for it in its entirety.

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 did not comply with the Water Industry Act 1991 as it did not inform the property's leaseholders when it previously disconnected a supply to the property's bin store.
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 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).
4. Under Section 142 to 143 of the Water Industry Act 1991, the company is permitted to charge for water and wastewater services provided and make a Charges Scheme which essentially fixes charges to be paid for services provided. However, as made clear in WATRS Rule 3.5, "*any matters over which OFWAT has powers to determine an outcome*" cannot be considered by WATRS. Furthermore, WATRS Rule 3.4.1 states, "*WATRS may reject all or part of an application to the Scheme where it considers that a customer should be referred to a more appropriate forum for the resolution of the dispute*".
5. The question of whether a property's supply should be disconnected if not charged for and whether it is legal to charge for a new supply is a matter for OFWAT to determine. Therefore, I will make no findings on these matters in this decision.
6. From the evidence the customer and the company put forward, I understand that in 2020, a previous employee of the property's landlord's management company instructed the company to disconnect the supply to the property's bin store. The evidence shows that the property's bin store is part of the property's landlord's title and not registered as part of the leasehold dwellings.

7. The evidence shows that the company attended the property and disconnected the supply at the ferrule to prevent the possibility of stagnant water remaining in the supply pipe and contaminating the wider water supply.
8. On 20 June 2022, the customer contacted the company requesting that a water supply be restored to the property's bin store. Between 21 June 2022 and 24 October 2022, various correspondence took place in which the company advised the customer that the supply had been disconnected due to it not being paid for or that it posed a potential risk to the company's network and that a new connection would need to be made at the cost of £4,969.60.
9. The customer was unhappy with the company's position as he believed it should have informed the property's leaseholders when it previously disconnected a supply to the property's bin store. The customer progressed matters to CCWater on 24 October 2022 to resolve. However, the dispute could not be resolved, and on 16 February 2023 commenced, the WATRS adjudication process.
10. As to whether the company did not inform the property's leaseholders when it previously disconnected a supply to the property's bin store, the company says that a previous employee of the property's landlord's management company had instructed the company to disconnect the supply to the bin store because either they were unwilling to accept responsibility for the associated charges or that supply was not needed. In carrying out the instructions of the landlord's agent, the company did not have any duty to consult the property's leaseholders.
11. On careful review of the evidence, I note that the property's bin store is part of the property's landlord's title and not registered as part of the leasehold dwellings. Furthermore, each leasehold dwelling has its own individual water supply, and the bin store supply is common and noted as the 'landlord's supply'. Considering the above, I find it reasonable for the company to act upon the authority of the property's landlord's management company and disconnect the supply.
12. I note the customer's comments that when the supply was disconnected in 2020, it should have been disconnected so that it could be restored later rather than digging up the highway and requiring an expensive new connection. The evidence shows that the company disconnected the supply at the supply ferrule located within the highway. Whilst I sympathise with the customer, under Section 158 of the Water Industry Act 1991, the company is permitted to access its pipework located within the highway. Furthermore, the evidence shows that the company disconnects at the supply ferrule to prevent the possibility of stagnant water remaining in the supply pipe and contaminating the wider water supply. Considering the above, I find the company's actions to

disconnect at the ferrule to be reasonable considering the circumstances. Accordingly, if the customer requires a new connection for the bin property's bin store, the company is entitled to charge for it.

13. 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 supply to the property's bin store. Accordingly, this aspect of the customer's claim does not succeed.
14. 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 why it disconnected the supply without contacting the leaseholders and why it disconnected the supply at the ferrule under the highway. This is shown by the correspondence the customer and company put forward as evidence. On careful review of the evidence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Accordingly, I find that the customer is not due any sums in this regard.
15. 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.
16. 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 supply to the property's bin store. Furthermore, I am satisfied there have been no failings concerning customer service.

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 28 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