

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X461

Date of Final Decision: 21 April 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer complains that the company asked her insufficient questions when she said that she wanted to get rid of a stop tap and lead piping in her home which served a shared supply. She therefore applied for a new connection and paid the fee for a survey and administrative work of £186.00. When the company's surveyor attended, her plumber was told that the new connection would not enable her to remove the stop tap or shared pipes without her neighbour's consent. The customer says that the company should have advised of this at the outset so that she did not have to pay the fee. She asks for a refund and an apology.

Response

The company said that the customer made an application for a new clean water supply at her home. The company made the customer aware before she paid the fee that that any pipework within the boundary of the home was the customer's responsibility to maintain, including replacing / relocating pipework where desired. The company processed the application, carried out the relevant survey at the property and provided a quotation.

Findings

I find that the customer wanted two things – to separate her supply from her neighbour because the shared supply and stop tap was causing a problem and removal of the stop tap and pipework from inside her home. The company carried out all necessary action to quote for a new supply and advised the customer that she was responsible for pipework inside the boundary box. Although the customer has decided not to go ahead with the work, I find that the company has supplied its services to the expected standard and is not liable to refund the fee or apologise.

Outcome

The company does not need to take any further action.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X421

Date of Final Decision: 21 April 2023

Case Outline

The customer's complaint is that:

- The customer says that she approached the company about ceasing her shared water supply with two other dwellings as the stop tap was in her home. This meant that it was impossible for her to turn this off in an emergency. Also, the pipes were old lead pipes and she wanted the "ugly" pipes removed from her home.
- The customer applied to the company and paid £186.00 for a company surveyor to access the work, but he told the customer's plumber that the stop tap would have to remain in her home. The customer's plumber told the surveyor that the main reason for the applications was to have the pipes and tap removed from her lounge, especially as these are hard to box in.
- The customer says that if the plumber had not pointed this out to her, she would have gone ahead with the work, and paid over £1,000.00 but still had lead pipes and stop tap in her home. The customer asked that the company should confirm this to her in writing. The customer complains that this was an attempt by the company to obtain money from her under false pretences.
- The customer would like a refund of £186.00. She says that a member of staff said "if you're the first for the water feed there are no benefits for you other than new pipes." The company says it has no record of this conversation despite calls being recorded. She says that it is not a reason not to make a refund that the company had administrative charges and had to pay the surveyor.
- The customer would also like an apology from the company because she feels that the company was not honest with her from the start, whereas she had explained the situation to the company including that as she shared the supply, a neighbour was being difficult with her.

The company's response is that:

- The customer made an application for a new clean water supply at her home. The company processed the application and carried out the relevant survey at the property.
- The company made the customer aware that any pipework within the boundary of the home was the customer's responsibility to maintain, including replacing / relocating pipework where desired. The company says that moving the internal piping or stop tap would not normally require any sort of planning permission.

- The company informed the customer of the responsibilities of all parties before the application fee was paid, therefore the customer is not due a refund of the fee or an apology.
- In due course the company provided the quotation for the provision of a separate water supply to her home.

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.

I note that the customer has explained in response to my Preliminary Decision that she does not agree with my findings, and I have taken that into account. The company has not commented on the Preliminary Decision.

How was this decision reached?

1. The customer's complaint is that the company did not ask enough questions or give sufficient advice prior to its undertaking work for which she was asked to pay.
2. I find, based on the documentation submitted to me, that the history is as follows:
 - a. The customer contacted the company because she did not want a shared stop tap or lead pipework for the shared supply within her home because she found this unsightly and it caused problems with her neighbours. The company has a record that this contact was on 24 July 2022.
 - b. The customer made an application for a new connection, which was received by the company on 22 August 2022.

- c. In an email dated 23 August 2022, the company requested a floor plan along with confirmation of the site address and also details of how to pay the application fee. It appears however that this e-mail was not received by the customer due to an error in the e-mail address. On 12 September 2022 this information was re-sent.
- d. On 13 September 2022 the customer explained to the company that the stop tap was in her lounge, and she was unable to reach it and wanted the company to suggest a new location for it. The company replied to the e-mail explaining that the company is only responsible for pipes from the highway boundary to its main. The pipes from the highway boundary to the customer's property were the responsibility of the customer and it would be for the customer's plumber to relocate the stop tap.
- e. On 16 September 2022 payment was received by the company.
- f. On 21 September 2022 the company communicated to the customer that there would be a survey of her property to assess the cost of the new connection.
- g. The company sent a surveyor on 27 September 2022, who, the customer says, told her plumber that although the customer could have her own supply she would still have to have the pipe and stop tap within her property and that she could not turn it off unless she speaks to her neighbours. She feels that it is unfair that she wasn't made aware of this information before the visit and says that the company ought to have asked more questions before the application fee for a separate supply became payable.
- h. The customer asked the company to confirm this advice in writing. The company's Developer Services section sent an e-mail confirming that for the connection to be connected, the customer would need to lay a pipe from the property to the highway boundary at a depth of 750 millimetres.
- i. On the following day the customer contacted the company and spoke to "XX". There is a dispute about what was said. The company says that XX suggested that the plumber could take out the piping and put the stop tap outside the property, but the customer said that she cannot do that as she would need planning permission and it would cost too much. The customer says that XX told her nothing. The company says that XX advised the customer to send in as a complaint.

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- j. On 3 October 2022 the company sent an estimate and breakdown to the customer via e-mail.
 - k. The customer has also supplied information that her plumber has separated her supply by giving her a separate stop tap. This happened in about November 2022.
 3. I find that the above indicates that the customer had two concerns. One was about having to share her water supply with her neighbours which was causing her a problem, and the other was about lead pipe work and the stop tap inside her home. She argues that in responding to this issue, the company has not provided its services to the expected standard.
 4. I find that the company did not fall short of expected standards in dealing with the customer's application. I reached this conclusion for the following reasons:
 - a. The customer would not be able to separate her supply from her neighbour without having a separate supply. The customer was therefore advised to apply for this.
 - b. It is clear from the history above that the company sent the customer an application form for an independent water supply and that it informed her on 13 September 2022 that any pipework on her side of the boundary box would be her responsibility. This advice is, I find, consistent with published company policy and industry practice.
 - c. As the customer was aware that she had a shared supply pipe and, as the stop tap for this was in her home, she would be responsible for the cost of removing these from her lounge. This was not a problem of the company's making but a consequence of the plumbing installations at her home. As she says the pipework was lead, it is likely that this was historical. Although the customer may not have realised the consequences of the information that she had been given by the company, I find that the company had provided sufficient information to the customer to enable her to have reached this conclusion. I find that the customer was therefore on notice that she would not merely be able to have a new connection without also making a decision about the relocation of the stop tap or leaving the stop tap in situ.
 - d. In confirming to the customer's plumber that the customer could not simply take away the stop tap, I find that the surveyor was doing no more than reminding the customer of her existing responsibilities.

- e. The company has explained that, at the customer's cost, a plumber could move the stop tap to a location outside her home. It is therefore not the case that she needs to have the stop tap and pipe work in her lounge, but the customer would need to pay for this to happen. The customer objects to moving the stop tap outside her home because she says it is too expensive and she considers it to be "cheeky" for the company to expect her to pay for her neighbours' supply of water. In her response to my Preliminary Decision, the customer says that to ask a customer to pay a charge to remove piping from inside her home, to the outside for two properties who share the pipe is "ridiculous". She has also at an earlier stage said that it needs planning permission although I find that there is no evidence of this. I find, however, as indicated above, that the need for the customer to make changes to the shared supply pipe is a matter for which the company is not liable because the shared pipework is privately shared pipework and not an asset of the company.
5. Overall, I find that the company has done work at the customer's request. It has administered her application, discussed the position with her on a number of telephone calls, provided emails and information, arranged for the attendance of a surveyor and provided a quotation for an independent supply. I do not find that the company has misled the customer or failed to advise her appropriately in respect of the issues that she raised. I find that it has supplied its services to the expected standard.
6. It follows that I find that the customer is not able to succeed in her claim for a remedy.

Outcome

The company does not need to take any further action.

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