

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X484

Date of Final Decision: 2 May 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer claims the company has overcharged for an enforced repair to the customer's pipework. The customer is seeking the company to apologise, reduce her invoice for the enforced repair and pay compensation for the inconvenience and distress incurred.

Response

The company says as the customers affected by the leak on their private pipework did not repair the leak, the company had to arrange a repair under enforcement, for which the customer would be liable for a share of the costs incurred. The company has advised the customer that only costs the company has incurred have been passed on, no other expenses. Furthermore, the company has reduced the bill by £933.27 as a goodwill gesture for any confusion caused by the bill amount. 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 the enforced repair costs.

Outcome

The company needs to take no further action.

The customer has until 30 May 2023 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X484

Date of Final Decision: 2 May 2023

Case Outline

The customer's complaint is that:

- The company has overcharged for an enforced repair to the customer's pipework.
- The customer is seeking the company to apologise, reduce her invoice for the enforced repair and pay compensation for the inconvenience and distress incurred.

The company's response is that:

- As the customers affected by the leak on their private pipework did not repair the leak, the company had to arrange a repair under enforcement, for which the customer would be liable for a share of the costs incurred.
- The company has advised the customer that only costs the company has incurred have been passed on, no other expenses.
- Furthermore, the company has reduced her share by £933.27 as a goodwill gesture for any confusion caused by the bill amount.

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

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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 has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the enforced repair costs.
2. The company must 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 leak report, the company needs to thoroughly investigate if the company's pipework is to blame and, if repairs are required, make such repairs to prevent further leaks.
3. Section 75 of the Water Industry Act 1991 gives the company the power to prevent damage and to take steps to avoid contamination, water waste and misuse. If the company has recorded leakage but cannot identify the leak as from their pipework. The company can issue a legal notice under the Water Industry Act 1991 to inform its customer of a potential private leak and a requirement to fix it. If the customer does not fix the problem in the time allowed within the notice, the company can carry out the work and pass on the costs incurred to the customer.
4. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
5. From the evidence put forward by the customer and the company, I understand that in 2020, the company identified a water leak at **XX**. After investigation, the company confirmed that the leak was on the private shared water supply pipe that jointly supplies the customer's property and two other properties.
6. The evidence shows that the company issued a Section 75 notice to each of the properties involved to advise them of a leak in their private water supply pipe and that they would need to arrange the repair within 14 days.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

7. I understand that various discussions took place between the parties as to who was responsible for the repair resulting in the company informing the customer that as the customer or his neighbours had taken no action, the company would attend the property to carry out repairs to prevent further leakage. I understand that between December 2020 and 9 May 2022, the company's subcontractors repaired the supply pipe under Section 75 of the Water Industry Act 1991.
8. Following the completion of the repair, the company sent the customer an invoice for £2,159.59 for her enforced repair share. The evidence shows that the total cost of the repair was £6,478.77. Following this invoice, various discussions took place regarding a breakdown of the repair costs, and the company agreed to reduce her share by £933.27 as a goodwill gesture for any confusion caused by the bill amount.
9. On 31 May 2022, the company provided a breakdown of the costs. The customer remained unhappy with the company's response and escalated the dispute to CCWater to resolve without success. However, the evidence shows that the customer continued to question the company on various aspects of its invoice and on 29 March 2023, the customer commenced the WATRS adjudication process.
10. The customer has queried the costs of the repair to the private pipework. As shown by the company's response, if the company has recorded leakage but cannot source the leak to their pipework, the company can issue a legal notice under the Water Industry Act 1991 to inform its customers of a potential private leak and a requirement to fix it. If the customers affected do not fix the problem in the time allowed within the notice, the company can carry out the work and pass on the costs to the customer. The evidence shows that as the customers affected by the leak on their private pipework did not repair the leak, the company had to arrange a repair under enforcement.
11. The evidence shows that the company has subcontractors who it uses to carry out repairs on private pipework. On completion of the repair, the subcontractor issues an invoice to the company. The invoice is then split equally between the downstream customers of the leak and, therefore, responsible for repairs. In this instance, the invoice was divided equally into three equal shares, as explained by the company's response.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

12. The company is not obligated to provide a breakdown of the costs as the repair was enforced under Section 75 of the Water Industry Act 1991. The repair works were not a service that the company has provided. However, I note that a breakdown of the charges per property was provided to the customer when requested on 31 May 2022.
13. On reviewing the various correspondence, I am satisfied that the company had adequately explained the costs incurred by its subcontractors whilst undertaking the repair and is under no obligation to provide a further breakdown or its subcontractor's invoice. Therefore, I find no failure by the company in this respect.
14. 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 costs incurred whilst undertaking the repair. The evidence shows that, where appropriate, the company has made a goodwill reduction of £933.27 from her invoice.
15. After carefully reviewing all the correspondence provided in evidence, I am satisfied that the company's various payments were fair and reasonable in the circumstances to cover confusion caused by the bill amount and any distress or inconvenience to the customer. Therefore, I am satisfied there have been no shortcomings concerning customer service, which the customer has not been adequately compensated for.
16. 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.
17. Considering the above, 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 the enforced repair costs.

Outcome

The company needs to take no further action.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 30 May 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

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.