

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X587

Date of Final Decision: 3 August 2023

Party Detail

Customer: XX

Company: XX

Complaint

The customer says the company caused leaks to his pipe work and damaged his phone cable. He wants the company to apologise, take responsibility for the leaks, refund him £1500.00 he paid to fix the last leak and compensate him for the loss of internet supply.

Response

It repaired leaks on the customer's private pipework as a gesture of goodwill. It did not cause the leaks, rather the customer's pipework is in poor condition. It denies damaging a phone cable and there is no evidence to support this. 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 action.

The customer must reply by 31 August 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- In 2018 the company repaired a leak on its pipework which resulted in recurring leaks to his own.
- Further, it damaged his phone cable during a repair, disrupting his internet service.
- He wants the company to apologise, take responsibility for the leaks, refund him £1500.00 he paid to fix the last leak and compensate him for the loss of internet supply.
- The customer did not comment on the company's response.
- In comments on a preliminary decision the customer reiterates the leak was on the company's pipework, not his own. He refers to an image of the first repair showing it was carried out street side. He also refers to an image of the damaged cable.

The company's response is that:

- It is the customer's responsibility to repair and maintain his supply pipe. However, it carried out four free repairs to the customer's supply pipe and applied a leakage allowance from 2018 to 2023.
- The customer's pipe is in a poor condition and so will be subject to recurrent leaks. It is not responsible for this.
- The customer has only recently raised the allegation concerning alleged damage to an internet wire on his property. He has not provided any information concerning the date on which the alleged damage occurred, how it was discovered, or information from any internet provider concerning discovery. It was also not brought to the company's attention while completing works.
- It has provided records of works undertaken and copies of correspondence exchanged in support of its defence.
- 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. I must weigh up the parties' submissions and evidence to determine what happened on the balance of probabilities.
2. The company has provided records of works undertaken at the customer's property from 2018 to 2023. These evidence it carried out repairs to his private supply pipe in 2018, rather than to its own pipework. The customer has not provided any evidence to the contrary. I therefore accept, on balance, that the company carried out works to the customer's private pipework in 2018.
3. The company has no legal responsibility to repair leaks on a customer's private supply pipe. However, the company's records show it did so free of charge on four occasions from 2018 to 2023.

4. It is clear the customer's supply pipe was subject to a recurrent leak, however there is no evidence to show this arose due to the company's actions.
5. There is a lack of evidence to support the customer's submission that the company damaged his phone cable. He has not said when the damage occurred, provided evidence this was reported at the time or, provided evidence to show the damage was caused by the company. The customer has had the opportunity to provide such evidence in response to the company's defence, but did not do so. I therefore consider it would not assist for me to make a further request. However, in the absence of such evidence, I cannot say the company is responsible for any damage to a phone cable.
6. In conclusion, the evidence does not show the company failed to provide its services to the standard to be reasonably expected. Therefore, the customer's claim is unable to succeed.
7. I have considered the customer's response to my preliminary decision but my findings remain the same. I have explained why below.
8. Supply pipes carry water from the company's pipework into a customer's property. They usually run from the boundary of the customer's property up until the first water fitting or stop-tap inside the property. Ofwat provides guidance on who is responsible for pipework. Ofwat's website says supply pipes are the property owner's responsibility to maintain. It also says these may be laid under the highway, under the property owner's land, or under third party land. Therefore, that the customer's pipework may have been under the highway does not prove it is the company's responsibility.
9. The customer has provided an image of a damaged cable but this alone does not prove the company is responsible for the damage.

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 31 August 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