

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X613

Date of Final Decision: 2 August 2023

Party Details

Customer: XX
Company: XX

Complaint

The customer reported that the company gave her incorrect information about a leak, which only affected her next-door neighbour. This information led her to replace her water supply pipe unnecessarily. She requests the company to reimburse her the cost of the water pipe installation.

Response

The company stated that following a leak investigation, all neighbours in the affected area were notified about their legal obligation to repair it. As the leak was in the private property, it is the customer's responsibility to identify the leak and fix it. However, the notification did not request the customer to fit a new water supply.

Findings

The customer was informed by a company's engineer that she did not have a leak in her property, but later received a notification stating that a leak was identified in her shared water supply that needed to be fixed. When the customer replaced her water supply pipe it became clear that the leak was only in her neighbour's property. She also received an untimely enforcement letter after she had already replaced her supply pipe. The customer received confusing information around the repairs needed, which I find represented a failure by the company to provide their services to a reasonable standard. In view of that, I direct the company to compensate the customer with £600.00.

Outcome

I direct the company to compensate the customer with £600.00.

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Case Outline

The customer's complaint is that:

- She was initially informed that she did not have a leak in her property, but subsequently she received enforcement letters stating that she needed to fix a leak.
- She replaced her water supply pipe and found out that the leak was at the neighbour's property.
- She also received an untimely enforcement letter after she had replaced her water supply pipe.
- The customer requests the company to reimburse her for the cost of the new supply pipe.

The company's response is that:

- A leak was identified in the private property of a shared supply and the company informed all the affected neighbours of their legal obligation to fix it.
- The repairs took place in the customer's private property, and they are not refundable by the company.
- The company denied that it failed to operate its business appropriately or without reasonable skill and care.

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

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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 stated that a company employee called **XX** attended her property during December 2020 and confirmed that there was no leak in her property. However, a year later, on 10 December 2021, another employee confirmed that there was a leak and that it was the customer's responsibility to fix it. The customer however disputed that finding and stated that the company's employee identified the leak at the boundary of number 31, but she stated that the company's employee did not enter into her property at number 29. The customer stated that later she found out that the leak came from a spur delivering the water supply to number 31, which did not affect her water supply.
2. The company informed the customer that the water pipe in her property at number 29 was fed from the neighbour's property at number 31 around the back of her house. The customer stated that this information was incorrect because when she had her water pipe replaced, her contractors identified that the water pipe serving 29 did so from the front part of the property and that the original water supply to number 31 was delivered via a spur from the mains supply, which meant that the supply to her property at number 29 was not a continuation of the pipe that served her neighbours at number 31 where the leak was later found.
3. The company stated that following a leak detection sweep and investigation, the four properties in the supply pipe received a letter and a pack advising of a leak on the supply pipe. The letter advised the home owners of the need to fix it as this pipe is in their property and therefore it is their responsibility to fix it within 30 days or face the enforcement process, which can result in a fine, and a Notice of Entry for the company to carry out the outstanding works, of which the costs are recovered from the customer.
4. The company stated that it is the customer's responsibility to keep her water pipe in good condition. In addition, the company denied any involvement in the customer's decision to have a

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new supplied fitted. I note that in the response to the preliminary decision the company stated that the leak was caused by tear and ware and it was located on the customer's private pipework. However, the customer stated that the information provided by the company of having the supply pipe entering from the back of her property from a pipe that came from her neighbour at number 31 was incorrect. The customer's contractors became aware of the inaccurate information when they excavated the land at the front of the property.

5. I find that, had the company provided the customer with the correct information about the location of the pipe or informed her that the leak may not be hers, she would not have replaced her water pipe. Moreover, the company's employee, Mr **XX**, had previously informed the customer that she did not have a leak, but this information does not seem to have been checked by the company when it asked the customer to fix the leak.
6. The customer replaced her lead pipe and the company agreed to pay for the cost of the reconnection only. The water supply replacement was completed on 13 January 2023 after the customer received several notifications of the need to fix a leak, which it later transpired only affected her neighbour. In addition, the company in error sent the customer a notification on 19 January 2023 of Notice of Entry to the property for repairs as it mistakenly believed that the leak was ongoing in the customer's property. I note that the company offered the customer a settlement of £50.00, which was later increased to £100.00, but the customer refused it. I also note that CCW suggested the company to offer an improved remedy in light of the confusing information given to the customer.
7. In view of the above, I find that the company gave the customer incorrect information about the route of the original supply pipe. It also informed the customer that she was responsible to fix a leak that only affected her neighbour at number 31, and it did not consider the findings made by Mr **XX** in a previous visit which found no leak at number 29. Lastly, it provided a communication in error to the customer after the water supply had already been replaced. Therefore, I find that the company had failed to provide its services to the standard to be reasonably expected.
8. With regards to the amount in compensation for damages, as well as the stress and inconvenience caused by the company's service failings noted above, I first note that the customer has not stated how much she paid for her pipe replacement, but she said that the cost of replacing the water supply was £3,500.00 for the neighbours living at number 27. Also, I note

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that replacement of the old lead pipes has brought a benefit to the customer, and that the company only requested to fix the leak, and not to replace the water supply pipe.

9. With regards to the amount in compensation for stress and inconvenience caused by the company's service failings noted above, I take into consideration the non-binding guidelines used in the WATRS scheme. The guidelines have four tiers, which reflect the different levels of inconvenience and distress. The guidelines, which are available online on the WATRS website, note that although such an award is capped at £2,500.00, most awards are modest amounts. The scale recommends for cases falling within Tier 1 compensation up to the value of £100.00; for Tier 2 between £100.00 and £500.00; for Tier 3 between £500.00 and £1,500.00; and for Tier 4 between £1,500.00 and £2,500.00. In view of the service failures, and in particular the serious inconvenience caused to the customer as a result of the confusing information, I find that the customer ought to be compensated in accordance with the lower end of Tier 3, specifically £600.00. This amount is justified due to significant financial cost and stress the customer was under as a result of the confusing information provided to her. Accordingly, I direct the company to compensate the customer with £600.00.

Outcome

I direct the company to compensate the customer with £600.00.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 29 of August 2023 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.

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- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



Pablo Cortés, Licenciado, LLM, PhD

Adjudicator

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