

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X631

Date of Final Decision: 3 August 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer says the company has unfairly charged her for repairs to a shared supply pipe and provided a poor service. She wants the company to apologise for the amount of time she spent contacting it and for it to waive the bill for repairs.

Response

The law says that the company can carry out repairs to private pipework to repair a leak and then recover its costs, where a customer has failed to do so themselves in a timely manner. The company 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:

- She shares a supply pipe with several other properties.
- The company issued a s75 notice to carry out works to resolve a leak on the shared supply.
- She engaged a plumber and found the leak was not within her property boundary.
- The company took a long time to identify the location of the leak and found it under Property A. It also identified the leak arose due to works on Property A.
- The company suggested various ways to resolve the leak but ultimately rerouted new pipework across the customer's property. It then charged the customer and others on the shared supply pipe for the cost of this work, but not Property A. The company has not explained this, other than to say Property A has its own supply pipe; it is not on the shared supply.
- The company did not give an indication of how much the works would cost and the customer was inconvenienced in having to accommodate visits for the works.
- The customer wants the company to apologise for the amount of time she spent contacting it and for it to waive the bill for repairs.
- In comments on the company's response the customer says: The defence still does not explain why she is responsible for costs when building works at Property A caused the leak, and she is unhappy that all her account notes and phone call notes have not been submitted by the company.
- The customer made no comments on a preliminary decision.

The company's response is that:

- Under Section 75 of the Water Industry Act 1991, water companies are obliged to repair a leak on private pipework under enforcement if the leak is not repaired in a timely manner.
- It sent letters to all properties affected by the leak on three separate occasions. This provided the customers with enough notice to have the leak repaired.

- As the leak was not repaired it arranged for the enforced repair to be undertaken and passed the charges to those customers on the affected supply as per the Section 75 process.
- It has provided 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. Customers are responsible for repairing and maintaining the private pipework on their property that supplies their water. Therefore, where there is a leak on a shared supply pipe (customers' private pipework) the company is not responsible for the costs of repairing this.
2. The company has a duty to avoid the waste of water and it can serve a s75 notice requiring occupiers to repair a leak on their pipework at their own cost. If they choose not to do so, the company can carry out the works and seek to recover the costs incurred from the customers.
3. The company identified a leak on the customer's shared supply pipe and so served a notice on all relevant customers requesting them to carry out repairs. As the customers did not complete the repairs, the company was entitled to carry them out and recover its costs. However, it could only recover costs from those on the affected shared supply. S75 does not allow it to recover

costs from anyone on an unaffected private supply, even if the leak is within their property boundary.

4. For the company's purposes, it did not matter who caused the leak on the customer's pipework. The customer would have to pursue the owners of Property A herself if she considered Property A should bear the cost of repairs.
5. I acknowledge the company took longer to identify the source of the leak, decide on and then complete the repairs than the customer would have liked, and that she was unhappy with the works carried out. However, there is a lack of evidence to show the company acted with undue delay or provided a poor service. Further, I do not consider it necessary to seek additional evidence in this respect. This is because the customer could have avoided any injustice by carrying out the works herself. It would not be appropriate to hold the company responsible for any inconvenience or costs that could have been avoided.
6. The company told the customer it was unable to say how much the repairs would cost until the works were complete. Given there are so many variables that would impact on the cost of the works, I do not consider this to be unreasonable.
7. I note the company told the customer, in correspondence of 7 November 2022, that those downstream of the leak would also bear the costs of repairs. On review, I am satisfied the company was not suggesting the customer would evade any costs, only that those downstream would also have a cost to pay. This is confirmed in the company's stage 2 complaint response.
8. On review of the correspondence provided, I can see the customer was in frequent communication with the company to find out information about its works and the cost of such. The company responded on each occasion. The evidence does not show the customer spent more time in communications due to a failing by the company. And, I do not consider it necessary to seek further evidence in this respect given the customer could have avoided any injustice had she completed works herself.
9. 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.

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