

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1862 – Sewerage - Installation

Date of Decision: 20 April 2020

#### Complaint

The customer states that the company has failed to act adequately in relation to a complaint she made in 2018 about the foul smell from a sewerage asset belonging to the company. She states that she has been caused stress and inconvenience and that the sum of £100 offered by the company is not sufficient.

She seeks an apology and a sum of compensation exceeding £100.

#### Defence

The company states that it has acted in a timely and adequate manner. It states that there were in fact two separate complaints and a gap of 8 months between them. It states that it was subject to a delay due to the necessity of liaising with the landlord of a vacant property before work could be undertaken.

The company previously made an offer of an apology and £100 as a goodwill gesture that was declined by the customer.

#### Findings

I find partly in favour of the customer in relation to the manner in which the customer was kept informed during the time she was waiting for the works to take place in late 2019. I find that the evidence does not indicate that the customer was kept fully updated as to the progress of the repair and she had to chase the company for information.

#### Outcome

The company needs to take the following further action: make an apology and pay the customer £100 in compensation.

The customer must reply by xx May 2020 to accept or reject this decision.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1862

Date of Decision: 20 April 2020

## Party Details

**Customer:** The Customer

**Company:** XWater

## Case Outline

**The customer's complaint is that:**

- She has experienced a sewerage blockage at her residence.
- She states that in October 2018 she first made the company aware of blockages and bad odours that were rising from the drains and causing her [personal information removed].
- The customer complains that she was forced to repeatedly contact the company to ask it to resolve the issue.
- She states that the company failed to act adequately and gave the impression that it was not interested in the customer's distress.
- She claims that there was a delay of around 16 months between the company finding out that there was a sewerage blockage on her neighbour's land and acting on the information to unblock the pipe.
- She states that a CCTV survey was not carried out until many months into the complaint and at that point it was discovered that it was roots from a tree blocking the sewerage asset.
- She states that the work was not carried out until January 2020.
- The customer states that the company repeatedly claimed that it could not act without the permission of the owner of the neighbouring property
- She states that she sought compensation for the poor customer service and that she was offered £100 which she found an inadequate amount.
- The customer seeks an apology and an amount exceeding £100 in compensation.

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### **The company's response is that:**

- It located a blockage in July 2019 that was affecting the customer's Property.
- It states that the blockage was in a vacant property and that the company had to liaise with a management agency to gain access.
- It states that it first received a complaint the 22nd of October 2018 about a foul smell.
- It states that the initial delay was due to the contractor putting back the date and it states that the blockage on this occasion was removed within a matter of weeks.
- The company states that it was 29<sup>th</sup> June 2018 before the customer contacted the company again with a second complaint.
- It states that in July 2019 a blockage was found after CCTV investigations.
- The company states that it attempted to remove the roots in August 2019 but was unable to do so due to having the wrong equipment.
- It states that it was the 12th of August 2019 when company realised that it would need access to the neighbouring property.
- The company accepts that the customer was pursuing it for an answer in September and October 2019.
- The company states that work commenced in December 2019 and an email was sent to the customer on the 4th of February 2020 to confirm that all work had now been completed.
- It states a goodwill gesture of a hundred pounds is offered to the customer.
- The company states that it has already offered apologies to the customer and that it is happy to offer a further apology if required.
- The company also states that the initial problem was dealt with efficiently and it was June 2019 before the second problem was reported.
- It states that the delay was due to the company having to liaise with a management agent because of the neighbouring property being vacant.
- The company finds £100, which is equivalent to one year's sewerage charge, is a fair amount. It does not offer any more compensation and disputes the claim.

### **How is a WATRS decision reached?**

In reaching my decision, I have considered two key issues. These are:

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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. This decision is based solely on the information provided to me by the company in the context of the legal requirements and analysis of the actions of the company in respect of the claim.
2. The customer has alleged that the company took an inordinate length of time to remedy the sewerage problem that she first complained of in October 2018. She further states that this was due to its lack of proper and adequate response. She also states that the compensation offered of £100 is not adequate.
3. The company states that there was not just one issue, but two. It states that the first complaint in October 2018 was resolved within weeks and that the customer did not contact it again until June 2019 to make a second complaint about a bad odour from the sewerage.
4. The customer has not challenged the company's defence in reply.
5. In its defence the company has stated. *"The blockage in October 2018 was the first issue that had been reported, STW attended to clear the blockage and no other problems were noted. The next report was received more than 6 months later, so was not considered to be a repeat blockage due to the length of time that had elapsed."* The information and log evidence supplied by the company supports this assertion. Based on the evidence presented to me it appears that

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there was no contact from the customer between November 2018 and June 2019. Whilst it is not possible to state that the roots had not caused the initial problem, neither would it be reasonable expect the company to act before it had been informed of the ongoing issues. The company states in its defence, *“On 1 November 2018 STW attended site and checked the sewer. This was found to be free flowing and no issues were found.”* As the customer has not responded to this in reply, I accept that there was a gap of 8 months between the customer’s complaints. I note from the customer’s application that she sincerely relates that the problem was ongoing for 16 months. Nonetheless, I must make my finding based on the information before me. I am not persuaded that the evidence shows any failing in customer service with respect to the period up to the complaint in June 2019.

6. The customer reported the bad odour problem to the company again on the 22<sup>nd</sup> June 2019. On this occasion the company relates that it cleared the blockage and used CCTV to check the asset. The company relates that the blockage occurred again within a few days and that there would need to be further work and investigation.
7. It is related in the defence that, due to the customer being on holiday, work was arranged for August 2019. I note that the customer was disappointed due to the company arriving on three occasions unannounced at her Property. Further, this was frustrating as the work was not completed on these occasions and she was inconvenienced. This is indicated in the Consumer Council for Water (“CCW”) papers in detail. The company has explained that on one occasion the company were attending in relation to another scheme and were not aware of the customer’s ongoing complaint. The company has apologized for the inconvenience caused to the customer.
8. The company has stated that the delay at this stage was due to the necessity of entering onto the neighboring land which was unoccupied. It required the company to contact the landlord of the vacant property and make arrangements. The customer states that she communicated herself with the landlord and that there was never any problem with access to the vacant site. Whilst I have no doubt that the customer is relating the history accurately, I have to note that the company is subject to strict conditions regarding accessing land and carrying out works. In such matters the company has to be very cautious and have the appropriate paperwork in place. I am aware that what may have seemed like an unnecessary delay may have been necessary for the company to make the required arrangements.

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9. I have looked carefully at the evidence presented and I do note that the customer had to chase information on several occasions after her complaint in the summer of 2019. The company does not directly challenge or explain this aspect of the application.
10. I also note that there seems to have been a time period of around a month between the 8<sup>th</sup> November and 2<sup>nd</sup> December, when work was planned, where there is no clear explanation for the delay in undertaking the repair. I take into account the letter dated the 18<sup>th</sup> November 2019 from the company to CCW wherein it is explained that the works will now go ahead as the management agent has given permission for the company to attend the vacant property. I am not persuaded that at this time, during the month of November 2019, the customer was provided with sufficient information as to the progress of her complaint or the works being contemplated.
11. I have dealt here with what I consider to be the most important matters in relation to deciding the outcome of this application. The parties can be assured that all information submitted has been given due consideration.
12. On balance, I find that in relation to the works carried out to resolve the complaint made on and after the 22<sup>nd</sup> June 2019 the evidence shows that the company failed to provide its services to the customer to the standard to be reasonably expected by the average person. I find this in a limited way in relation to the communications of the company with the customer during the process of the complaint and works carried out.
13. Remedy: The customer seeks an apology. The company has made two apologies, but states that it would be happy to make a further apology to the customer. Therefore, I direct that the company make a written apology to the customer for the failing in service.
14. The customer seeks compensation of more than £100. I have only partly upheld the claim made by the customer, that the company failed to act for 16 months in an adequate way. I have only found a failing in relation to the communications of the company with the customer in and around autumn of 2019. In this regard I find that the sum of £100 is adequate and is a fair reflection of the circumstances. I realise that the customer may be disappointed but this figure is fair and reasonable based on the circumstances before me. Of note, the amount is also in keeping in line with similar types of claims made. Therefore, I direct that the company pay the customer £100 in compensation.

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### Outcome

The company needs to take the following further action, pay the customer £100 in compensation and make an apology.

### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by x May 2020 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 8<sup>th</sup> May 2020 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.
- 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.



J J Higgins Barrister, ACI Arb.

### Adjudicator

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