

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0986

Date of Decision: 22 November 2018

Complaint

The customer's claim is that him and his family experienced inconvenience and nuisance between 21 December 2017 and 20 June 2018 whilst the company undertook repairs to the sewer network surrounding the customer's property. The inconvenience and nuisance were caused by the company or its contractors delaying repairs, various mis-communications and poor service. The customer is seeking the company to pay £2,500.00 compensation for these failings of service.

Defence

The company admits some failings with their various contractors, communications and customer service during their dialogue with the customer. The company has apologised, and adequate compensation has been offered, which has been declined by the customer. Therefore, no further sums are due. The company has not made any further offers of settlement.

Findings

I am satisfied the evidence points to the fact that the company did fail to provide its services to the customer to the standard to be reasonably expected regarding repairs to its sewer network surrounding the customer's property. Furthermore, the evidence shows the company failed, when dealing with the customer's complaint, to provide customer service to the standard to be reasonably expected.

Outcome

The company needs to take the following action:

The company shall pay £950.00 to the customer.

- The customer must reply by 20 December 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 22 November 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The customer's claim is that he experienced inconvenience and nuisance between 21 December 2017 and 20 June 2018 whilst the company undertook repairs to the foul sewer network surrounding the customer's property.
- Once the customer raised his concerns with regards to the sewerage issue, he alleges he then received poor customer service throughout his dialogue with the company, which led to unnecessary stress, inconvenience and time wasted.
- The customer is seeking the company to pay compensation of £2,500.00 for these various failures of service.

The company's response is that:

- The company admits failings with its various contractors, communications and customer service during their dialogue with the customer that all led to a delay in repairs to the sewer, inconvenience and nuisance to the customer.
- The repairs to the sewer network undertaken were a technical challenge that took a considerable time to complete due to delays with its contractors, gaining access to the various properties and weather-related delays.
- Furthermore, the period of inconvenience to the customer, which the company arguably could have prevented, was between 26 February 2018 and 10 May 2018, a period of approximately 11 weeks, not the alleged nine-month delay period.
- The company has apologised, and adequate compensation offered of £723.61 for the various failings of service which has been declined by the customer.

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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. The dispute centres on whether the customer is entitled to compensation where the company has delayed the repairs to company's sewer network surrounding the customer's property. The company is required to 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 report of a leak, the company needs to investigate fully if the company's assets are to blame and, if repairs are needed, make such repairs to prevent further leaks.
2. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme (GSS) and the company's own Customer Guarantee Scheme (CGS).
3. From the evidence put forward by the customer and the company, I understand that on 21 December 2017 a blockage in a shared foul water sewer line behind the customer's property was found. The company attempted to clear the blockage the same day without success. Between the 21 December and 26 February 2018 various attempts were made by the company

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to repair the shared foul water sewer line with little success. However, these attempts were hampered due to the fact the company found it difficult to trace the owners and access the various properties who shared the sewer. During this period the foul water sewer caused flooding on customer's property and the sewer need pumping out to prevent further flooding, which the company undertook. On 26 February 2018 it was established that the blockage was a collapsed sewer. Between 26 February 2018 and 10 May 2018, the company's contractors attended the customer's property to pump out the collapsed sewer and in turn prevent further flooding. However, the repairs to the collapsed sewer were delayed due to the company's resources being stretched as a result of the extreme weather the United Kingdom experienced during the period of the repair. Between 15 May 2018 and 20 June 2018, the company undertook the works to repair the sewer. The works were completed on 20 June 2018, a total of 181 days from when the blockage was first reported.

4. On the 18 June 2018, the customer contacted CCWater with his complaint concerning the length of time the repair took, the inconvenience and nuisance experienced, and poor customer service received. The customer states he was unable to use his garden during the preceding months due to the smell from the collapsed sewer and subsequent flooding. As shown in the company's defence various correspondence took place between the parties between 18 June 2018 and 19 October 2018 with the result being the company accepting various failures of service, length of repair, inconvenience, nuisance and offering £723.61 as compensation for these failures. The offered £723.61 was not accepted by the customer.
5. As explained within the company's defence the offered £723.61 was roughly in line with the maximum the company would normally pay per adult (£375) in a household for low inconvenience for a period of up to a year. The company states the period of inconvenience the company could arguably have prevented was between 26 February 2018 and 10 May 2018, a period of approximately 11 weeks and therefore the offered sum was fair. The company also states the inconvenience experienced by the customer was low compared to a customer's expectations and the redress sought by the customer. On careful review of the evidence, I find the offered payment of £723.61 does not adequately reflect the level of inconvenience and nuisance experienced by the customer. Whilst I appreciate works by the company would, in any event, needed to have been undertaken causing inescapable inconvenience I find that the unnecessary inconvenience and nuisance experienced lasted far longer than the 11 weeks stated by the company. It was not just the delay in commencing repairs, but the inconvenience and nuisance experienced during and leading up to those repairs as shown in both parties evidence. Furthermore, the customer service also experienced from the company and its

contractors within the same period. In my view it started from when first flooding of the customer's property occurred through to the when the works were complete.

6. The company also credited the customer's account with £30.00 as an automatic GSS payment due to a delayed response to an email on 12 July 2018.
7. In light of the above, I find the company failed, when dealing with the customer's complaint and conducting the repairs, to provide its services to the standard to be reasonably expected. Whilst I sympathise with the customer regarding the inconvenience, stress and disruption, I find the redress requested of £2,500.00 is disproportional to the claim. As found above I am also of the view the sum offered by the company of £723.61 is disproportional to the claim considering the length of time to repair the foul sewer and the inconvenience and nuisance incurred during that period. On careful review of all the evidence, I am satisfied that a more appropriate sum bearing in mind the issues in dispute is £950.00. Therefore, I direct the company to pay £950.00 to the customer to cover this aspect of the customer's claim.
8. In light of the above, I am satisfied the evidence points to the fact the company failed to provide its services to the customer to the standard to be expected with regard to the blocked shared foul sewer line and the evidence shows the company failed, when dealing with the customer's complaint, to provide customer services to the standard to be reasonably expected. Therefore, I direct the company to pay £950.00 to the customer.

Outcome

The company needs to take the following further action:

The company shall pay £950.00 to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 20 December 2018 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

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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.



**Mark Ledger FCI Arb
Adjudicator**