

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1567

Date of Decision: 14 November 2019

Complaint

The customer's claim is the company has caused flooding of sewage within his property due to a blowback whilst the company was cleaning its assets nearby. This flooding of sewage has led to an odour issues, damage to his property's flooring and caused inconvenience and distress. The customer is seeking the company to pay £10,000.00 of which £7,500.00 is the costs of replacing his damaged kitchen flooring and £2,500.00 is for the inconvenience and distress incurred.

Defence

The company submits that investigated the customer's concerns fully and found no evidence of any damage to the customer's flooring or evidence of odour relating back to the blowback. The customer has been provided compensation of £330.17 for various failures in customer service and to cover the flooding incidents, which is in line with the company's Customer Guarantee Scheme (CGS). The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to investigating the source of the odour reported within the customer's property. With regard to customer service, I find no additional failings for which the customer has not been already adequately compensated for.

Outcome

The company needs to take no further action.

The customer must reply by 12 December 2019 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 14 November 2019

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- The company has caused flooding of sewage within his property due to a blowback whilst the company was cleaning its assets nearby.
- This flooding of sewage has led to damage to the kitchen flooring within his property and caused inconvenience and distress.
- The customer is seeking the company to pay £10,000.00 of which £7,500.00 is the costs of replacing his damaged kitchen flooring and £2,500.00 is for the inconvenience and distress incurred.

The company's response is that:

- The nature of the flooding the customer has experienced was toilet water, not waste from the sewer. It was caused by blowback due to the company clearing a blockage at a neighbouring property in January 2019.
- The company has investigated the customer's concerns and found no evidence of any damage to the customer's flooring or evidence of odour relating back to the blowback.
- In recognition of the initial flooding caused by the blowback, the company operates a Customer Guarantee Scheme pursuant to the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. In line with the CGS the customer has been provided a payment of £170.17 for when the customer had experienced flooding. Accordingly, no further sums are due in this respect.
- The company admits some failures with regard to customer service and the customer has been provided payments totalling £160.00 for these failures. Accordingly, no further sums are due in this respect.

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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 company has caused damage to the customer's property whilst cleaning its assets in the surrounding neighbourhood. 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 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 23 January 2019 the customer has experienced internal flooding emanating from the downstairs toilet due to a blowback whilst the company was clearing a blockage at a neighbour's property. The evidence shows that the nature of the flooding was toilet water, not sewage as stated within the customer's WATRS application. The company's manager attended the customer's property

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shortly afterwards and found that the water had been cleared up by the company's contractors and no evidence existed of any damage to the flooring or that water had penetrated through the flooring's joints. The customer was advised at the time that any smell would disappear over time. The evidence shows that in February 2019, the company credited the customer's account £170.17 for the flooding incident in line with its Customer Guarantee Scheme. On 28 March 2019, the customer contacted the company reported an odour at his property which he believed originated from the blowback incident in January 2019. The company attended the same day and found no visible damage to either the flooring or the walls, however, a smell of damp was found in the downstairs toilet. The evidence shows that the company was to call back the customer concerning the odour, however, as the company admits within its defence no call back was made. As no call back was received, on 16 May 2019, the customer contacted the company to advise that the odour still persisted, and the flooring would be needed to be replaced. The evidence shows that the company spoke to the customer on 17 May 2019 and sent an engineer to the customer's property to investigate further, however, the engineer was refused entry on the basis that the company had already attended in March 2019 and in the customer's view it did not need to attend a second time. Further correspondence took place between the parties resulting in the company providing payments totalling £160.00 for the failed call back and inconvenience incurred. The customer progressed his complaint to CCWater and within these discussions the company advised that without a further visit the company could not determine whether the odour the customer states he is experiencing is related to the blowback in January 2019. In July 2019, the company attended the customer's property and could not detect any odours or damage to the flooring, however, it added disinfectant to the airbricks externally to ensure that nothing was missed. It was explained to the customer that any foul water would now gone to the time passed and should no longer smell. The evidence shows that this information was passed back to CCWater, however, the customer remained unhappy and commenced the WATRS adjudication process in October 2019.

4. I note the customer's comments regarding the alleged damage to his flooring by the flooding. After careful review of the available information, I cannot state with certainty there was any trail for the company to have followed within its investigation of the customer's property in March and July 2019 indicating that there was damage to the flooring of the customer's property or that the odour the customer has experienced is a direct result of the blowback in January 2019. As shown by the evidence, on each occasion when the company attended the property no flood damage was found and it took appropriate action if required. Whilst I appreciate the customer's position, I am of the view the company did investigate the odour as best it could and acted appropriately according to the results of its investigations. I note that the smell of damp was

noted in March 2019, however, no evidence of any odour was found after this occasion. Further, I find it has not been proven that the smell experienced in March 2019 is a direct result of the January 2019 blowback. The evidence shows that the company has made CGS payments to the customer totalling £170.17 for the flooding incident, which in my view adequately covers the customer for any inconvenience or distress incurred. In light of the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the investigating of the source of the odour at the customer's property. Accordingly, I accept the company's position and find that no further sums are due in this regard.

5. The company has certain obligations in respect of its customer services. The evidence shows, where appropriate, the company made CGS payments as required by the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The company admits the customer was due payments under the CGS for non-substantive replies to his initial correspondence in March 2019. I understand from the evidence that this was dealt within the customer's contact with the company and a satisfactory conclusion reached with the company and its contractor providing the customer £160.00. I am therefore satisfied there have been no failings with regard to customer service, which the customer has not been already adequately compensated for.
6. I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to maintaining its assets surrounding and within the boundaries of the customer's property. With regard to customer service, I find no additional failings for which the customer has not been already adequately compensated for. As such, the customer's claim does not succeed.

Outcome

The company does not need to take any further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 12 December 2019 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 be closed.

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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.



**Mark Ledger FCI Arb
Adjudicator**