

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT//1966

Date of Decision: 6 October 2020

Complaint

The customer's claim is that during his tenancy at his previously rented flat, the company provided water which was unfit for use and did not ensure that its sewage pipework was clear and free-flowing. The unfit water and blocked sewage pipes led to bad smells within the property and as a result, made him feel ill. Accordingly, the company's charges were incorrect, as he should not have been charged in circumstances where the company has provided dirty water or blocked sewage pipes. The customer is seeking the company to refund £296.77 being the water charges paid during his tenancy and the cancellation of his final bill of £148.54.

Response

The company submits that the issues the customer had been experiencing during his previous tenancy were not as a result of any problems with its network or the quality of the water it had been supplying to his property. The matter lies with the internal pipework and therefore, a private dispute between the customer and his Landlord/Housing Association. The company requires that all customers pay their charges in full where the bills are entirely accurate, as in this instance. Where customers have financial difficulties or certain medical conditions, the company offer schemes to help and, in this case, the customer has received payments to clear his arrears on two separate occasions, and the customer has also been in receipt of the company's WaterSure Scheme where his bills have been capped. 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, concerning identifying any defects with the water quality or its network. Concerning customer service, I find no other failings for which the customer has not been already adequately compensated for.

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Outcome

The company needs to take no further action.

- The customer must reply by 3 November 2020 to accept or reject this decision.

ADJUDICATOR'S DECISION

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Party Details

Customer: Customer

Company: XWater

Case Outline

The customer's complaint is that:

- During his previously tenancy, the company provided water which was unfit for use and did not ensure that its sewage pipework was clear.
- The unfit water and blocked sewage pipes led to bad smells within the property and as a result, made him feel ill.
- Accordingly, the company's charges were incorrect as he should not have been charged in circumstances where the company has provided dirty water or blocked sewage pipes.
- The customer is seeking the company to refund £296.77, this being the water charges paid during his tenancy and the cancellation of his final bill of £148.54.

The company's response is that:

- The issues the customer had been experiencing while living at his previous property were not as a result of any problems with its network or the quality of the water it had been supplying to his property.
- The matter lies with internal pipework of the property and is, therefore, a private dispute between the customer and his Landlord/Housing Association.
- The company requires that all customers pay their charges in full where the bills are entirely accurate, as in this instance.
- Where customers have financial difficulties or certain medical conditions, the company offer schemes to help and, in this case, the customer has received payments to clear his arrears on two separate occasions, and he's also been in receipt of the company's WaterSure Scheme where his bills have been capped.
- Accordingly, it is not appropriate to cancel the customer's final bill or refund the charges previously paid 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 disadvantages as a result of a failure 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 provided poor quality water and its sewage pipes were blocked, both of which led to foul odours within 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 thoroughly if the company's pipes or other assets are to blame and, if repairs are required, 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 the OFWAT Guaranteed Standards Scheme and the company's Customer Guarantee Scheme.
3. From the evidence put forward by the customer and the company, I understand the customer has experienced foul odours and dirty water on multiple occasions during the tenancy of his last property. On 27 November 2015, the company was contacted by the customer who advised he had moved into the property with effect from 23 November 2015. On 26 April 2016, the

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customer contacted the company to report an odour of raw sewage within his property. The company attended the following day and inspected a manhole at the rear of the property which was found to be clear and free-flowing. Furthermore, the company's notes state the occupants on the ground floor were not experiencing the same odours, which indicated a private internal issue in the customer's flat from its waste pipes. I understand from the evidence that until November 2019, no further contact from the customer was received by the company with regards to either dirty water or foul odours.

4. The evidence shows that on 5 September 2016, the customer was accepted on to the company's WaterSure scheme with effect from 26 February 2016 through to 11 November 2019. During this period the customer was provided grants of £428.04 and £503.80 to help clear outstanding balances on his account. On 11 November 2019, the customer left the property and on 15 November a final bill was sent to the customer. On 20 February 2020, the customer contacted the company to advise he disagreed with paying his last statement as the property was uninhabitable and he thought the quality of water the company were providing was below the required standard. The customer also informed the company that he had moved out of the property on 5 November 2019 and not 11 November 2019 and provided a different final meter reading. I understand that a revised final bill was then sent to the customer. On 24 February 2020, the customer once again contacted the company to dispute liability for his final bill as he believed he didn't receive a clean water supply whilst living at the property.
5. Following further correspondence between the parties, the customer contacted CCW to pursue the matter further and request that the company refund the water charges paid during his tenancy and the cancel of his final bill of £148.54. I understand from the evidence that at the end of the CCW investigation the company had explained that it could not be liable for the issues the customer had been experiencing while living at the property as they were not as a result of any problems with its network or the quality of the water it has been supplying to his property. Furthermore, the matter regarding the condition of his internal pipework is a private dispute between the customer and his Landlord or Housing Association. The customer remained unhappy, and on 21 August 2020 commenced the WATRS adjudication process.
6. Concerning whether the company provided water which was unfit for use to the customer's property. The customer states that he has experienced foul odours and dirty water on multiple occasions during his tenancy. However, whilst I appreciate the customer's position, as shown by the timeline set out in the company response documents, before the customer's initial complaint the customer had only one reported incident in April 2018. In this instance, it was found that the

root cause of the foul odour was not due to the company's sewer pipes or water supply, but to the customer's internal pipework. On careful review of all the evidence, I find that I am satisfied with the company's position the condition of the customer's internal pipework is a private dispute between the customer and his Landlord or Housing Association.

7. Furthermore, the evidence shows that the company thoroughly investigated whether its assets were to blame for the odours the customer was experiencing. The company inspected the manhole at the rear of the property which was found to be clear and free-flowing, and none of the customer's neighbours within the same block of flats reported any issues with their water supply or sewage pipes. Furthermore, as shown by the water quality report put forward in evidence, the water quality supplied to the property within which the customer's flat resided was of good quality, and no issues existed. After careful analysis of the correspondence and evidence, I cannot find any indication of a failing by the company concerning the quality of its water supply or that the company's sewer had any significant defects and was not operating freely. 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 concerning the investigation of the source of the odours at the customer's flat and providing water fit for consumption.
8. Concerning whether the company's charges and the final bill were correct during the customer's tenancy. The evidence shows that on 5 September 2016, the customer was accepted on to the company's WaterSure scheme with effect from 26 February 2016 through to 11 November 2019. During this period the customer was provided grants of £428.04 and £503.80 to help clear outstanding balances on his account. The meter readings provided by the company show that water was used during the customer's tenancy and that the company was correct to bill the customer its charges. On 11 November 2019, the customer left the property and on 15 November a final bill was sent to the customer. On 20 February 2020, the customer informed the company that he had moved out of the property on 5 November 2019 and not 11 November 2019 as previously advised and provided a different final meter reading. I understand that the company then revised the customer's final bill to reflect the customer's final meter reading.
9. After careful analysis of the correspondence and evidence, I cannot find any indication of a failing by the company with regard to the company's water supply, sewage pipes or charges. 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 and therefore the customer's claim fails.

10. The company has certain obligations in respect of its customer services. From the evidence provided I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons why there were no issues with the quality of its water supply and why the odours customer was experiencing was due to problems with his internal pipework which is not the responsibility of the company.

11. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its water supply and sewage pipes, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings in respect of customer service as the company has provided an adequate level of service at all times throughout its dialogue with the customer.

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 3 November 2020 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.
- 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

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