

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX64

Date of Decision: 17/12/2020

Complaint

The customer claims that since 2013, the company has failed to fully investigate whether any defects existed in its nearby pipework and pressure reducing valve. These failures have led to excessive noise within the customer's property and soiled water pumped across the property's driveway, both of which has caused a nuisance and led to inconvenience and distress. The customer wants the company to provide an apology, repair or replace the pipework that is causing the nuisance and pay compensation of £3,000 for the inconvenience and distress caused.

Response

The company says that due to the criticality of its pipework and due to higher demand on the network, the company must adjust the pressure reducing valve and remove ground and surface water throughout the year. On each occasion the customer has contacted the company, it has taken his concerns onboard and investigated whether there were any defects with its pipework and pressure reducing valve which could contribute to the noise the customer has been experiencing. As there are two water mains nearby to each other, the company believes that vibrations are being picked up from the pressure reducing valve, which in turn are being felt through the communication pipe and stop tap located in the footpath. The company plans to check the position of the communication pipe, with a view to possibly repositioning or replacing it. The company has offered compensation of £500.00 as a way of apologising for any distress and inconvenience incurred. The customer has declined this offer. The company has not made any further offers of settlement.

Findings

I am satisfied the company did fail to provide its services to the customer to the standard to be reasonably expected, concerning identifying any defects with its pipework and minimising noise. Furthermore, I am

satisfied there have been failings regarding customer service.



The company shall provide an apology and pay compensation of £525.00.

The customer must reply by 18/01/2021 to accept or reject this decision.

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Date of Decision: 17/12/2020

Party Details

Company: XWater

Case Outline

The customer's complaint is that:

1. • Since 2013, the company has failed to fully investigate whether any defects existed in its nearby pipework and pressure reducing valve. • These failures have led to excessive noise within the customer's property and soiled water being pumped across the property's driveway, both of which has caused a nuisance and led to inconvenience and distress. • The customer wants the company to provide an apology, repair or replace the company's pipework that is causing the nuisance and pay compensation of £3,000 for the inconvenience and distress caused.

The company's response is that:

1. • Due to the criticality of the pipework and due to higher demand on the network, the company must adjust the pressure reducing valve and remove ground and surface water throughout the year. • On each occasion, the customer has contacted the company, it has taken his concerns onboard and investigated whether there were any defects with its pipework which could contribute to the noise the customer has been experiencing. • Initially, the company thought the most likely cause of the noise was due to the customer's private pipework, and with no contact between 2013 and 2020, the company believed this issue to be resolved. • After further investigations in 2020, the company now believes that as there are two water mains near to each other, vibrations are being picked up from the pressure reducing valve, which in turn are being felt through the communication pipe and stop tap located in the footpath. • The company plans to check the position of the communication pipe in November 2020, with a view to possibly repositioning or replacing it. • The company has offered compensation of £500.00 as a way of apologising for any distress and inconvenience incurred. The customer has declined this offer. Accordingly, no further sums are due.

How is a WATRS decision reached?

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

- Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
- 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.

Customer: The Customer

How was this decision reached?

1. The dispute centres on whether or not the company has fully investigated its pipework and pressure reducing valve surrounding the customer's property to prevent excess noise and nuisance.
2. 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.
3. Furthermore, the company also has certain obligations in respect of its customer services as set out in the OFWAT Guaranteed Standards Scheme.
4. From the evidence put forward by the customer and the company, I understand the customer has experienced noise coming from the company's pipework on multiple occasions since December 2012. The customer has also experienced the company pumping out spoiled water from the company pressure reducing valve over the same period. On 24 December 2012, the customer contacted the company to report excessive noise emanating from the company's surrounding pipework. The evidence shows that in January 2013, the company investigated the nearby pipes and pressure release valve to establish whether these could be the cause. I understand that the company fitted sound/vibration loggers to help find the source of the problem. It was found from these investigations that the noise entering the customer's property was not from the company's pipework and most likely originated from the customer's pipework. I understand that the customer was

informed of this and the fact the noise most likely originated from his pipework.

5. In 2015, the company contacted the customer concerning the noise and whether its recent upgrades to the pressure release valve had any effect. I understand that the customer advised the company that it had improved the noise issues slightly.

6. On 7 May 2020, the customer contacted the company to enquire why the company needed to pump out the manhole chamber outside his property on to the roadway. The company attended the property on 11 May 2020. It explained to the customer that water needs to be removed from the chamber at frequent intervals so that the company can safely access the pressure release valve. The water is pumped into the kerbside of the public highway, which has a downhill gradient, towards a drain.

7. The company explains within its response that it typically directs the water to a drain that enables a better flow to discharge into, which may not always be the drain nearest to the chamber. None of the water is pumped onto the public footpath or any private property, and this work does not result in the company blocking or restricting access.

8. On 8 September 2020, the customer contacted the company to raise concerns about the water from the pressure release valve chamber being pumped across the front of his property. The customer also highlighted issues with the noise from the company's pipework and that he had raised the problem with the water being pumped across his driveway on numerous occasions over the previous months without a satisfactory response from the company.

9. On 5 October 2020, the customer once again contacted the company to report noise from the company's pipework and enquire why the company had not responded to an earlier conversation in September 2020 concerning the pump out of the pressure release valve chamber. On 23 October 2020, following some earlier discussions via telephone, the company responded to the customer stating that in future it will use a hose to prevent soiled water flowing pass the customer's driveway. The company also informed the customer that it had temporarily bypassed the pressure release valve which had reduced the noise; however, this could only be a temporary solution as the pressure release valve regulates the pressure to over 3,500 properties. The company was of the view that as there are two water mains near to each other, vibrations are being picked up from the pressure reducing valve, which in turn are being felt through the communication pipe and stop tap located in the footpath. The company stated that it would investigate this over the next few weeks and undertake works to reposition the communication pipework to resolve matters.

10. Within the same correspondence, the customer was offered £500.00 in recognition of the effect of the noise over the intervening years and failings by the company to identify the issue sooner. I understand that the customer was not happy with the level of compensation and progressed the matter to CCWater to resolve.

11. The evidence shows that CCWater were unable to resolve the matter to the customer's satisfaction, and on 29 October 2020, the customer commenced the WATRS adjudication process.

12. Regarding whether the company fully investigated its pipework and pressure reducing valve surrounding the customer's property to prevent excess noise and nuisance, the customer states that he has experienced numerous noise incidents since December 2012. On each occasion before October 2020 when the customer reported noise, the company implied that the root cause of the noise came from the customer's pipework rather than a defect with the company's pipework.

13. In October 2020, the company identified an issue with its pipework which is now believed to be the root cause of the noise. The evidence shows that as there are two water mains near to each other, vibrations are being picked up from the pressure reducing valve, which in turn are being felt through the communication pipe and stop tap located in the footpath. I understand that the company has installed a temporary solution which will help mitigate noise whilst it undertakes a long-term solution to be completed. The evidence shows that the company informed the customer of solutions the company had put in place and that it would be moving its communications pipe at the end of November 2020 to resolve the issue.

14. On careful review of all the evidence, I find that I am not satisfied with the company's position that it has taken reasonable steps to reduce any nuisance by arranging remedial works and replacing the pressure release valve in 2015. As demonstrated by the correspondence provided by the customer and in the company's response, the company investigated the cause of the noise. However, it failed to correctly identify the actual cause of the nuisance until October 2020, approximately seven years after the initial complaint. I appreciate the company initially thought that the most likely cause of the noise was the customer's private pipework. With no contact between 2013 and 2020, the company then believed this issue to be resolved. I am of the view the company did not investigate the noise as best it could in 2013 and incorrectly implied that the noise was emanating from the

customer's pipework. In light of the above, I find there are 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 noise at the customer's property.

15. I note the customer's comments that he has endured inconvenience and distress due to the company's initial actions and its failure to rectify the issue. As above, I found that 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 noise. I note that the company has now undertaken works to resolve the noise issue permanently. I also note that the company has previously offered £500.00 as a way of apologising for any distress and inconvenience incurred. The customer has declined this offer as insufficient. Whilst I sympathise with the customer regarding the inconvenience and stress, I find the requested redress of £2,500.00 is disproportionate. I am of the view that the previously offered sum of £500.00 is more appropriate bearing in mind the issues in dispute and the length of time it has taken to resolve them. Therefore, I direct the company to pay £500.00 to the customer to cover this aspect of the customer's claim.

16. Concerning the customer's comments that the company has regularly pumped soiled water across his driveway and this may have caused contamination to his property, the evidence shows that water needs to be removed from the chamber at frequent intervals so that the company can safely access the pressure release valve. The water collects within the chamber from both surface and groundwater. The water is pumped into the kerbside of the public highway, which has a downhill gradient, towards a drain. The customer says that the company does not always use the nearest drain to the pressure release valve, sometimes the water flows past the driveway of his property and could contaminate his garden. The company explains within its response that it typically directs the water to a drain that enables a better flow to discharge into, which may not always be the drain nearest to the chamber. I understand that in future, the company will pump the water into a different drain nearer the pressure release valve. Furthermore, I note that none of the water has been pumped onto the public footpath or any private property, and the work does not result in the company blocking or restricting access.

17. Looking at the evidence provided by the parties, I cannot find any evidence that the customer's property has been directly affected by the water being pumped onto the roadway. I note that the customer's property is elevated with a public footpath separating it from the street and therefore unlikely to be contaminated by the water in the roadway. Additionally, I find that the company's approach that it directs the water to a drain that enables a better flow, which may not always be the drain nearest to the chamber, to be reasonable. 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 removing the soiled water from the pressure release valve chamber. As

a result, this aspect of the customer's claim does not succeed.

18. 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 behind why the noise occurred, why there was a need to pump out the pressure release valve chamber and what action the company was undertaking to minimise any nuisance. I note the customer's comments that the company failed to respond to various emails and telephone calls. However, after careful review of the various correspondence, I can only find one instance in which the company failed to send an email to the customer following a conversation on 16 September 2020. Considering this, I find that the company shall pay the customer the sum of £25.00 in respect of failings in its customer service.

19. The customer has requested an apology from the company. Having considered the various correspondence put forward in evidence carefully, I am satisfied the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person as explained above. Furthermore, I am not satisfied that the company has sufficiently apologised or paid recompense where appropriate within its dialogue with the customer. Therefore, I find the company is required to provide an apology

20. In light of the above, I am satisfied the company did fail to provide its services to the customer to the standard to be reasonably expected, concerning identifying any defects with its pipework and minimising noise. Furthermore, I am satisfied there have been failings regarding customer service.

Outcome

1. The company shall provide an apology and pay compensation of £525.00.

What happens next?

This adjudication decision is final and cannot be appealed or amended.

The customer must reply within 20 working days to accept or reject this final 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 in 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.

Mark Ledger
Adjudicator