

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX06

Date of Decision: 21/01/2021

Complaint

The customer claims that the company failed to maintain its Non-Return Valve and sewer pipework surrounding the boundaries of his property. The company's Non-Return Valve was partially closed, which contributed to the customer's property's flooding. The customer is seeking the company to take responsibility for the flooding, reimburse all his uninsured losses concerning the flooding and pay compensation for the inconvenience and distress.

Response

The company says that the flooding's root cause was the sewer being entirely blocked by tree roots and wet wipes. While the company accepts that the Non-Return Valve was found partially closed after the flooding, it is impossible to say whether this contributed to the flooding. It cannot be determined whether the Non-Return Valve was also partially closed before the flooding. The company has arranged for a full clean-up of the customer's garage and reimbursed the electricity used for drying. The customer has also been provided compensation of £289.82 to cover the flooding incident, which is in line with its Customer Charter. The customer has been offered a goodwill gesture of £500.00 to recognise his uninsured losses and the inconvenience and distress. 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 maintaining its Non-Return Valve and sewer pipework surrounding the boundaries of the customer's property. However, I am satisfied there have been failings regarding customer service.

Outcome

The company shall pay compensation of £500.00.

The customer must reply by 18/02/2021 to accept or reject this decision.

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Date of Decision: 21/01/2021

Party Details

Company: X Company

Case Outline

The customer's complaint is that:

- The company failed to maintain its Non-Return Valve and sewer pipework surrounding the boundaries of his property. • The Non-Return Valve was found partially closed after the flooding, which contributed to the flooding of the customer's property. • The customer is seeking the company to take responsibility for the flooding, reimburse all his uninsured losses concerning the flooding and pay compensation for the inconvenience and distress.

The company's response is that:

- The root cause of the sewer flooding was the sewer being entirely blocked by tree roots and wet wipes. • While the company accepts that the Non-Return Valve was found partially closed after the flooding, it is impossible to say whether this contributed to the flooding. It cannot be determined whether the Non-Return Valve was also partially closed before the flooding. • The company has arranged for a full clean-up of the customer's garage and reimbursed the electricity used for drying. • The customer has also been provided compensation of £289.82 to cover the flooding incident, which is in line with its Customer Charter. • The customer has also been offered a goodwill gesture of £500.00 to recognise the inconvenience and distress incurred.

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 the company has failed to maintain its Non-Return Valve and sewer pipework surrounding the customer's property's boundaries.
2. The company must 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 assets are to blame and, if repairs are required, make such repairs to prevent further leaks.
3. From the evidence put forward by the customer and the company, I understand that on 26 October 2019, the customer contacted the company to report internal and external flooding affecting his and neighbouring properties.
4. On 26 and 27 October 2019, the company attended the property to investigate the flooding cause and found that the Non-Return Valve was partially closed. The company fully opened the Non-Return Valve whilst on site which helped restore some flow into the sewer.
5. On 7 November 2019, the customer experienced further flooding of his property. The company then investigated matters further and found that tree roots and wet wipes had blocked the sewer. The evidence shows that the company attended the property several times up to January 2020 to remove the blockage, re-lined the sewer, repair some cracks and a displaced joint.
6. On 10 February 2020, the customer was advised that the company was not liable for any damages from flooding as it has no control over tree roots blocking a sewer, nor can it control whether its customers put baby wipes in the sewer. As a gesture of goodwill, the company offered £250.00 to cover the customer's uninsured losses. It also confirmed payments of £229.00 for the electricity used for

drying plus a further £289.82 for the flooding under its Customer Charter.

7. The evidence shows that the customer was unhappy with the company's position as he believed that the company had not maintained its Non-Return Valve downstream of his property and this had directly led to the flooding of his property. The company thought that the sewer was entirely blocked with wet wipes and tree roots and therefore the sewage flooding would have happened whether the Non-Return Valve was open or not. The Non-Return Valve was serviced annually and on its previous service to the flooding was found fully functional.

8. The dispute could not be resolved, and the customer progressed the dispute to CCWater on 11 August 2020 to resolve it. However, the evidence shows that CCWater was unable to resolve the dispute, with the final position being that the company increased its goodwill offer from £250.00 to £500.00. The customer remained unhappy with the company's final position, and on 27 November 2020 commenced the WATRS adjudication process.

9. Whether the company has failed to maintain the Non-Return Valve and the sewer from which the flooding emanated. Under section 94 of the Water Industry Act 1991, in the absence of negligence, the company is not liable for the escape of the contents of public sewers.

10. After careful analysis of the correspondence and evidence, I cannot find any indication the company has been negligent concerning the Non-Return Valve. The Non-Return Valve was serviced annually and on its previous service to the flooding was found fully functional.

11. Whilst the Non-Return Valve was found partially closed after the flooding. I agree with the company's position that it is impossible to say whether this contributed to the flooding. It cannot be determined whether the Non-Return Valve was also partially closed before the flooding. As shown by the evidence, the company investigated the cause of the flooding and took appropriate action concerning the Non-Return Valve and cleaning the sewer.

12. The blockage causing the flooding was caused by residents' sewer abuse and tree root ingress. There is no legislation which states the company is responsible to police the use of the sewer network, so even if I were minded to, I would be unable to direct the company to identify and pursue the individuals who have caused sewer abuse.

13. Whilst I appreciate the customer's position, I am of the view that the company did investigate the flooding as best it could and acted appropriately according to the results of its investigations. By re-lining the sewer to repair some cracks and a displaced joint, I am satisfied that the company made a reasonable effort

considering the circumstances to prevent future blockages. I note that the company has confirmed £229.00 for the electricity used for drying the property plus a further £289.82 for the flooding under its Customer Charter.

14. 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 investigating of the source of the flooding, the Non-Return Valve and clearing any blockages of the sewer.

15. 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 it would not pay further compensation for uninsured losses. On review of the CCWater documentation, I note there were some delays in responding to the customer on multiple occasions during the early part of the dispute. I understand that as a gesture of goodwill, the company has maintained an offer of £500.00 for uninsured losses and the inconvenience and distress incurred. Considering this, I find that the sum of £500.00 adequately compensates the customer for any failures in customer service and the inconvenience and distress incurred.

16. Considering the above, I find the customer has not proven that the company failed to provide its services to the standard to be reasonably expected by the average person concerning whether the company could not maintain its Non-Return Valve and sewer pipework surrounding the boundaries of the customer's property. However, I am satisfied there have been failings regarding customer service.

Outcome

1. The company shall pay compensation of £500.00.

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