

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-XX13

Date of Decision: 20/11/2020

Complaint

The customer's claim arises from a blockage in a sewerage pipe on his property, which caused a leak of sewage. The customer argues that the company is responsible for this blockage which was caused by debris that came from the company's sewers. He therefore claims repayment of the sum of £3,000 that he paid a private contractor to fix the problem.

Response

The company contests the customer's claim. It argues that the blockage was caused by a collapsed gully on the customer's property, so it was a private issue. In any event, it denies that it is responsible for any rubble that was found in its sewers. The company therefore denies that it is responsible to repay the customer for the cost of engaging his contractor.

Findings

On balance, I find that the blockage was caused by a blocked gully on the customer's property. It was therefore a problem with the private pipework owned by the customer, and the company cannot be held responsible for it. In any event, I note that the leak occurred from a sewerage pipe owned by the customer. Even if the debris that caused the blockage originally came from the company's sewer, this is not in itself sufficient to make the company responsible for the blockage. For this reason also, I find that the company is not responsible for the costs of unblocking the sewerage pipe on the customer's property. Overall, therefore, I do not find that the company have failed to provide its services to the standard to be reasonably expected.

Outcome

The company does not need to take any further action.

The customer must reply by 18/12/2020 to accept or reject this decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT-XX13

Date of Decision: 20/11/2020

Party Details

Company:

Case Outline

The customer's complaint is that:

1. The customer's claim arises from a blockage to a sewerage pipe on his property. The customer found that there was raw sewage running down the side of his property and contacted the company to report this. The company told him that as the leak had occurred on his private land, it was his responsibility to fix it. The customer contacted his home insurer but they stated that the problem was not covered by his insurance. He therefore engaged a private contractor who found a build up of stones in the sewerage pipe which he removed, charging a total of £3,000. A few weeks later, the company contacted the customer requesting access to his land to resolve a problem with the sewers on a neighbouring property. The company's investigations found rubble in the sewers, which it suspected came from a collapsed sewer elsewhere. The customer therefore considers that the blockage in his own sewer resulted from rubble that came from outside his property. He therefore argues that the company is responsible for the blockage, and should repay him the £3,000 that he paid the contractor to fix the problem.

The company's response is that:

1. The company contests the customer's claim. The company says that the customer telephoned it on 25 April 2020 to report flooding from a sewerage pipe on his property. The company instructed a team to visit later that day. The team first conducted a dye test from a manhole on a neighbour's property. As the dye flowed through to a manhole on the customer's property, the company concluded that the sewers owned by the company were in working order. The company then rodded from a gully on the customer's property and found that the gully had collapsed. The company therefore concluded that the blockage the customer had reported was caused by the collapse of a private gully for which the customer had responsibility. It told the customer that he would have to contact a contractor for the repairs. On 30 April 2020, the company received another call from the customer as his

contractor believed that there was a blockage in the company's sewer. The company attended the customer's property to investigate and found stones and debris in the sewer, which it suspected resulted from a collapsed sewer outside the customer's property. It carried out work to clear the debris. On 25 June 2020 the company carried out further work, clearing three bags of stones and debris from the sewer and using high pressure water jetting. On 16 July 2020 it then carried out excavations to determine the source of the problem. The company did not find a collapsed sewer but cleared the debris and confirmed that the sewer was in working order. During this time, the company also corresponded with the customer, who was unhappy at having paid a private contractor for the works on his property. In an email of 14 July 2020 the company explained the works it had carried out, and in later correspondence it explained why it did not consider that it was due to repay the customer for these costs. The company's position is therefore that it has acted reasonably in its dealings with the customer, and that it is not responsible for the cost of unblocking the pipes on the customer's own property. It believes that the blockage was caused by a collapsed gully on the customer's property, so it was a private issue. In any event, with respect to the rubble that it found later, it states that although it is unable to identify the source of the rubble, it has confirmed that it did not come from a collapsed sewer belonging to the company. The company therefore denies that it is responsible to repay the customer for the cost of engaging his contractor.

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:

How was this decision reached?

1. 1) The customer's claim relates to a blocked sewerage pipe on his property, which caused a leak of sewage. The company argues that because this leak took place from pipes on the customer's own property, it is not the responsibility of the company.
- 2) I note that the responsibility for sewerage pipes is divided between the customer and the company. While the company is responsible for sewers beyond the boundary of a customer's property and for lateral pipes that connect two properties, the customer remains responsible for the pipes that are within the boundaries of his property.
- 3) It is also important to note that, although the company is responsible for the upkeep of the public sewers, it does not have an absolute responsibility for the contents of the sewers. In order to establish that the company is responsible for a problem emanating from the company's sewers, the customer would have to show that the company was liable in nuisance or in negligence. The Water Industry Act 1991 creates a statutory mechanism under which the company's duties to maintain its sewers can be enforced, and this prevents individual householders from taking action to enforce these duties themselves.
- 4) In this case, the company argues that the cause of the blockage to the customer's sewerage pipe was a collapsed gully on his property. The company supports this argument by stating that it carried out a dye test which showed that the company's own sewers were draining properly, and that its team carried out rodding on the gully and discovered that it was collapsed.
- 5) The customer, on the other hand, denies that the gully was collapsed. He does not, however, put forward firm evidence or explanation to support his position. He states that if the gully was damaged, this was caused by the company's workmen. In an email to the company of 17 July 2020, the customer stated that the workmen had offered to unblock the sewerage pipe if the customer paid them to do so. They then used excessive force when they tried to unblock the pipe, damaging the gully. I note that although the customer initially made this allegation, he later refused to give a statement to the company about it, or to provide any details.
- 6) In his comments on the Preliminary Decision, the customer repeats that he considers that the damage to the gully was caused by the company's workmen. He says that they did not rod the gully on their first visit, but rather used a plunger with

excessive force, thereby cracking the gully. The customer says that he had attempted to unblock the gully himself before the visit and therefore can confirm that it was not cracked before the visit. He also says that the reason that he did not provide a statement about this when requested was because he feared repercussions against himself and his family.

7) I note that this further information was provided at a late stage and the company has therefore not had the chance to respond to it. I find that the customer's statement raises a possibility that some cracking to the gully was caused by the company's workmen. However, this does not mean that the work carried out by the customer's private contractor, which is the basis of the customer's claim, was necessitated by the actions of the company's workmen.

8) It remains the case that the blockage occurred on the customer's own property, for reasons that cannot be attributed to the company. I therefore do not find that the company can be held responsible for the costs incurred by the customer in hiring a private contractor.

9) I also note that the customer argues that given that the company later found a large amount of debris in its own sewers, it is likely that the debris in the customer's sewerage pipe resulted from the same source. However, even if the debris came from the company's sewer this would not, in itself, be enough to make the company responsible for the blockage. As explained above, the customer is not, as an individual, able to enforce the company's duties to maintain its sewers. I therefore find that the company is not responsible for the costs of unblocking the sewerage pipe on the customer's property.

10) As such, I do not find that the company have failed to provide its services to the standard to be reasonably expected. The customer's claim therefore does not succeed.

Outcome

1. 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 within 20 working days to accept or reject this final decision.

- When you tell WATRS that you accept or reject the decision, the company will be notified of this. The case will then 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.

Natasha Peter
Adjudicator