

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-XX24

**Date of Decision:** 30/11/2020

#### Complaint

The customer had a blocked drain. She followed the instructions on the company's website and employed a private plumber and a drainage company to investigate it. The investigation conducted by the drainage company found tree roots in the company's drain once the obstruction had been cleared. She has asked the company to contribute towards the costs but the company has refused saying she did not call it before asking the drainage company to carry out the works on the drain. However, it was only once the obstruction had been cleared that the drainage company could see that the blockage originated from the company's side. There was no way to know this before the removal work. The customer has also raised complaints about the level of customer service received. The customer asks that the company pay a contribution of at least 50% towards the costs she paid and give an apology. The customer has also ticked the box on the WATRS application form for compensation but has not asked for a specific amount.

#### Response

The customer did not contact it to report any blocked drain before instructing private contractors. The private contractors had made the customer aware that the issue was on its assets and therefore its responsibility to repair. However, the customer instructed the private contractors to carry out works as she believed it would not attend the property in a timely manner due to the national lockdown restrictions, which were newly in force at the time. It was therefore not given any opportunity to investigate and/or rectify any issues on the sewer network. It advised the Consumer Council for Water (CCW) that it accepted that the customer would have incurred the call out costs for the private contractors in any event and had used the advice on its website to determine how she should proceed. As the customer believed the advice was unclear, it felt it was appropriate to contribute to the call out charge

and offered the customer £100.00 as a gesture of goodwill.

### Findings

The company's website sets out clearly that if there is any doubt about whether a blocked drain or wastewater flooding is due to a problem with private drains or sewers, customers should contact it. I am satisfied that companies cannot be held responsible for any issues they are not aware of and have not been given the opportunity to resolve. The customer did not contact the company at any stage to report any issues or raise any queries. In the absence of which, the customer has not shown that the company is under an obligation to make a contribution towards the cost of the private contractors. I therefore find that the company did not fail to provide its services to the standard to be reasonably expected in this respect. However, the company failed to provide its services to the customer to the standard to be reasonably expected by incorrectly referring the customer to.

### Outcome

The company should pay the customer the sum of £25.00 compensation.

The customer must reply by 30/12/2020 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

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Date of Decision: 30/11/2020

## Party Details

**Company:**

## Case Outline

### **The customer's complaint is that:**

1. • She had a blocked drain. She followed the instruction on website and employed the service of a private plumber and a drainage company to investigate it. • The investigation conducted by the drainage company found tree roots in the company's drain once the obstruction had been cleared. • It was only once the obstruction had been cleared that they could see it originated from the company's side. There was no way to know this prior to the removal work. • • She paid £526.90 for the drainage company and £72.00 for the private plumber. She has asked the company to contribute towards the costs but the company has refused saying she did not call it before asking the drainage company to carry out the works on the drain. • However, she says there was no way to know that the issue was with the company's drain until this work had been completed. At no point did either the plumber or the specialist inform her she should contact the company. • She is also dissatisfied with the customer service she has been provided; in particular, the company's decision to place process above the situation, as well as a general lack of communication and failure to acknowledge her initial complaint. • The company failed to acknowledge her complaint in a timely manner, gave incorrect advice about who to raise the complaint to and how to raise a complaint including being told to write in by post – she says this is a barrier. The company failed to investigate the case on its own merit, based on the individual circumstances and failed to provide a fair and reasonable resolution. • The company has advised that it is unable to contribute towards the costs she incurred to the drainage company and the independent plumber, but it would contribute £100.00 towards the call out costs. She has not cashed this cheque as she feels that it is not a fair resolution. • The customer asks

that the company pay a contribution of at least 50% towards the costs she incurred and give an apology. The customer has also ticked the box on the WATRS application form for compensation but has not specified the amount.

**The company's response is that:**

1. • The customer did not contact it to report any blocked drain before instructing private contractors. • In addition, and despite being made aware the blockage was located on the public sewer for which it is responsible, the customer instructed contractors to carry out works as she believed it would not attend the Property in a timely manner (due to the national lockdown restrictions, which were newly in force at the time). • It was therefore not given any opportunity to investigate and/or rectify any issues on the sewer network. • attended the Property on 30 March 2020 and identified a blockage but was unable to clear it and so advised the customer to contact a specialist drainage contractor. • The customer subsequently contacted a specialist drainage contractor, who also attended the Property on 30 March 2020. They found two manholes full of sewage which were not draining. used CCTV equipment to survey the sewer and identified the cause of the obstruction as tree roots ingress on' sewer and carried out works to clear the blockage. • The private contractor had made the customer aware that the issue was on the asset and therefore responsibility to repair. It acknowledges the customer went ahead with the repair works due to health and safety concerns, the national lockdown due to Covid 19 and the belief that may not have been able to attend in a timely manner. However, the customer's decision to proceed was based on an incorrect assumption and without any contact with or input from. • It advised the Consumer Council for Water (CCW) it accepted that the customer would have incurred the call out costs for the private contractors in any event and had used the advice on its website to determine how she should proceed. As the customer believed the advice was unclear, it felt it was appropriate to contribute to the call out charge and raised a cheque for the sum of £100.00 as a gesture of goodwill, which was sent to the customer on 18 September 2020. • It has declined to contribute to the cost of the plumber as the charges were incurred prior to any investigation on its asset. It has noted the invoice for the plumber is in fact in the name of the customer's neighbour. • In respect of customer's complaints about customer service. On 26 June 2020, the customer was incorrectly referred to. It regrets that the customer was given incorrect advice. It apologised to the customer and feedback was given to the team who supplied the incorrect information. • It disputes that the customer's complaint has not been dealt with in a timely manner. Responses to letters were sent to the customer dated 22 April and 12 June 2020 following receipt of her claim for reimbursement. It is unable to accept any responsibility for correspondence sent via post which was not received by the addressee. All responses sent to the customer were within its

complaints policy of a response in 10 working days of receipt of a written complaint.

### 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. Adjudication is an evidence-based process.
2. 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.
3. It is not part of the adjudicator's function to carry out an independent investigation of the facts, or for instance, contact witnesses. If evidence is said to be relevant, it should have been submitted to WATRS.

Offers to settle

4. Please also note that any offers to settle or goodwill payments offered by the company are a business decision for the company alone to determine and fall outside the scope of WATRS. Offers may be made to avoid the financial cost and time of going to adjudication. Adjudicators must consider the claim independently of any offers made.

Third parties

5. Please also note that for the purposes of this decision the scope of WATRS is to decide the issues between the customer and the company only. Any complaints about private contractors or other third parties cannot be considered.

#### The parties' responsibilities

6. Companies are responsible for public sewers. Property owners and/or occupiers are generally responsible for private pipework/assets that run from the boundary of a property into the property. Any issues on private pipework/assets and any costs to investigate and remedy these are the responsibility of the property owners/occupiers.

7. It is also accepted that due to the size and nature of the sewage network, a reactive system of maintenance is a reasonable approach for wastewater companies to adopt. This is supported by the approach to the regulation and supply of water in the UK. Companies cannot be held responsible for any issues they are not aware of and have not been given the opportunity to resolve. Once alerted to an issue that falls within its remit, a company is then typically under a duty to take action. If a company cannot and does not know that there is an issue with a part of its infrastructure then it has no duty to act. Once it becomes aware, a company's obligation is then to make reasonable attempts to resolve any reported issues within a reasonable time.

#### The dispute

8. A copy of the information on the company's website has been submitted in evidence.

9. The website states "If it is a problem with the private drains or sewer serving your property, you will need to contact a private drainage contractor. If in doubt, call us and our specialist advisors will be able to give you advice on what to do."  
[adjudicator emphasis added]

10. The customer did not contact the company at any stage.

11. In her 22 July 2020 email to the company, the customer told the company that she did not contact it as she initially had "nodoubt" that the blocked drain was within her property boundary.

12. In both her 22 July 2020 complaint to the company and 22 August 2020 correspondence to CCW, the customer's account also indicates that she then became aware that the cause of the blockage was the company's responsibility, after investigation by the private contractors but before work to clear the blockage

was carried out, and that as the matter was urgent she felt she had no choice but to instruct the contractors to go ahead.

13. However, in her WATRS application, the customer instead explains that the investigation conducted by the private contractors found tree roots in the company's drain only once the obstruction had been cleared.

14. I am particularly mindful that the customer also explains in her WATRS Comments that she did not contact the company to report the blockage prior to instructing private contractors because she did not know where the blockage was. The customer also says that there was no way of knowing which side of the boundary the pipe was obstructed until the specialist drainage contractor was able to get a camera into the pipe.

15. The customer's complaints to WATRS therefore indicate that the cause of the blockage was not clear until the obstruction was removed. There was therefore some doubt as to which side of the boundary the pipe was obstructed.

16. I am also mindful that the company's website states that the company should be called "immediately" if a manhole is blocked. A copy of the invoice from Drain Division has been submitted and shows that when the private contractor arrived at the Property on 30 March 2020 it found two blocked manholes.

17. As discussed above, companies cannot be held responsible for any issues they are not aware of and have not been given the opportunity to resolve.

18. The customer did not contact the company at any stage to report any issues or raise any queries.

19. The customer has provided details of her personal circumstances. I understand the uncertainty and distress caused by the Covid-19 outbreak and the national lockdown restrictions. I understand that this must have been a difficult time for the customer and I appreciate that the customer will be disappointed that I am not in a position to direct the reimbursement asked for. Regrettably, the evidence submitted to this adjudication does not show that the company is liable to make a contribution towards the cost of the private contractors.

20. Companies may go outside of their policies and offer reimbursements or compensation as a gesture of goodwill in individual circumstances. However, a company's decision to offer a gesture of goodwill is a business matter for the company alone to determine. If there is no evidence to show that the company has failed in its obligations to a customer, WATRS has no power to direct that a company should offer gestures of goodwill.

21. The company has not failed to provide its services to the customer to the standard to be reasonably expected by the average person in this regard.

#### Customer service

22. The company accepts that on 26 June 2020, it incorrectly referred the customer to. I therefore find that the company failed to provide its services to the customer to the standard to be reasonably expected in this regard.

23. The company has submitted its 22 April 2020 and 10 June 2020 responses to the customer's 8 April 2020 and 3 June 2020 complaint letters in evidence. There is no evidence to show, on a balance of probability, that these letters were not correctly sent and that the company failed to respond to the customer's correspondence in a timely manner and/or that the customer did not receive these letters due to any failings on the company's part. As a result, I am satisfied that the company has not failed to provide its services to the customer to the standard to be reasonably expected in this regard.

24. I note the customer's complaints that the company told her to raise a complaint by post and did not reply to her 3 June 2020 by email as requested. However, WATRS's power is limited. The method in which a company wishes to contact a customer is an internal matter for the company alone to determine. WATRS adjudicators have no power to direct that a company must receive or respond to complaints by email. I can therefore find no failing on the company's part in this regard.

#### Redress

25. In respect of the customer's request that the company pay a contribution of at least 50% towards the costs she paid for the drainage company and the private plumber, as discussed above, the customer has not shown that the company is under an obligation to make a contribution towards the cost of the private contractors.

26. The customer has also asked for an unspecified amount of compensation. I have found that the company failed to provide its services to the customer to the standard to be reasonably expected by incorrectly referring the customer to. I am satisfied that the customer is entitled to a measure of compensation for the distress and inconvenience caused. Having carefully considered the evidence provided, I find the sum of £25.00 to be a fair and reasonable level of compensation the circumstances and in line with the WATRS Compensation

Guidelines. No evidence has been submitted to this adjudication to support a higher level of compensation. I therefore direct that the company pay the customer the sum of £25.00 in compensation.

27. In respect of the customer's request that the company provide an apology, I note that the company offered the customer its apologies for incorrectly referring her to . I find that this has satisfied the customer's request and so direct no further apology.

28. (The customer submitted comments on the Preliminary Decision. However, the customer did not raise matters that affect the Decision.)

### **Outcome**

1. The company should pay the customer £25.00 compensation.

### **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.

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**Uju Obi**  
**Adjudicator**