

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-XX27

**Date of Decision:** 19/11/2020

#### Complaint

The customer complains that the company has not taken sufficient action to prevent the overflow into his garden of sewage from the company's network, which has happened on a number of occasions since 2009. He wants the company to face up to the problem, place adequate equipment in the network and stop his garden being flooded with sewage.

#### Response

The company says that it will not place a non-return valve or line blocker into the network because the sewerage is at the moment functioning correctly. The problem in the past has been caused by tree roots and improper use of the sewer by unknown service users. The company also says that it is for OFWAT and not WATRS make directions as to strategic changes to the sewerage, taking into account the interests of customers as a whole.

#### Findings

I find that I have no power to consider the strategic arrangements for the network and the company has decided that it will not alter the network to benefit the customer at this stage. The company has, however, responded practically to previous escapes of sewage, has alerted the customer's neighbours to the correct use of the sewers and is monitoring the operation of the network with a view to taking further actions in the future. The company has supplied its services to the standard that would reasonably be expected.

#### Outcome

The company does not need to take any further action.

The customer must reply by 17/12/2020 to accept or reject this decision.

# ADJUDICATOR'S DECISION

Adjudication Reference: WAT-XX27

Date of Decision: 19/11/2020

## Party Details

**Company:**

## Case Outline

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

1. • The customer complains that since 2009 sewage has often flooded into his garden. He says that his property is at the lowest level of the sewer run and there is a manhole on the property. He believes that the reason for the flooding is that the company's sewerage network gets blocked. • The company has visited several times. On the last occasion the company promised to fit a block monitor in the network. The customer states that this has not taken place. • He says that he has telephoned the company on many occasions to complain but has not got anywhere. He says that the company is failing to take responsibility for the issue and this is unacceptable. • The customer asks for a direction that the company must face up to the problem, place adequate equipment in the network and stop his garden being flooded with sewage.

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

1. • The company agrees that the customer has reported external sewer flooding on eight occasions since 2012. The company says that investigations (including CCTV) have been carried out at the customer's property each time and in the surrounding network. On each occasion tree roots or "rags" (non-flushable items) have been responsible for the damage. Rags should not be introduced into the sewers and the company says it is not responsible for items that enter into the network through abuse. • A sewer blocker or non-return valve will not be installed on its network because the company believes that the network is fully functional. It cannot be required to upgrade the network by a WATRS adjudicator but only by OFWAT. • The company has carried out leaflet drops in the area and educated local residents about what can and cannot be safely flushed. Also, gestures of goodwill totalling £265.00 have been made to the customer. No further compensation will be offered. • The customer has not made any financial claims to the company for damage or under the Guaranteed Service Standards scheme.

## 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 and I note that i have not received comments from the customer or the company in respect of my Proposed Decision. 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. The documents submitted by the parties evidenced the following events:
  - o In April / May 2009 the customer visited his house after exchange of contracts and before legal completion. He found that the front garden was covered in sewage/toilet paper. As the house was vacant, his estate agent called the company. The company found a blockage in the sewer and sorted out the problem.
  - o On 15 July 2012, the customer reported a blockage of surface water drains and flooding to the front and rear of the property. When the customer chased up the company on 21 August 2012, it said that it was arranging for roots be cut because CCTV investigation showed roots in the sewer run and the pipe was 30% blocked.
  - o The customer then discovered that complaints had also been made to the company about overflow of effluent from the sewerage in 2007 and 2009.
  - o On 8 September 2012, there was a further escape of sewage from the manhole. This was initially cleaned up and a CCTV survey was recommended. Later that month, the roots inside the sewer were cut and the pipes jetted. It was agreed that a CCTV inspection should take place. On 29 September 2012, the customer chased the company for an update on the CCTV inspection and the company agreed to follow this up with the contractor. The customer chased again on 16 October 2012. According to the customer, the survey was carried out on 30 October 2012. In due course there was a further jet clean on 3 or 4

December 2012. The company says that the CCTV survey was carried out again on 6 December 2012 and a buried manhole was identified. This manhole was found under tarmac on 17 December 2012 and was repaired. Further jet cleaning took place on 20 December 2012. The customer called for an update on 26 January 2013.

- o On 23 November 2014, the customer again found sewage in his garden and the company attended that day. On 3 December 2014, the customer was told that root cutting would take place within 10 working days. A CCTV inspection was carried out on 16 December 2014 and jetting with root cutting took place. The customer contacted the company again on 23 December 2014, wanting to know if any further work would be done. On 7 January 2015, the customer was told that no further work would be undertaken and the sewers would not be relined.

- o On 18 September 2016, the manhole in the customer's front garden overflowed. The company attended that day and the main sewer was found to be blocked. This was jetted and unblocked. On 20 September 2016, the company came again to check the sewer and a large fat deposit was found. On 25 September 2016, the company's contractors attended to clear the blockage. On the same day, the company's records show that there was a problem in the main sewer line, with the overflow too high but no blockage found.

- o On 17 July 2017, the customer reported to the company that he had a blocked drain and a hole had appeared in the garden. The company attended that day and jet-cleaning was undertaken and a CCTV was requested by the operatives.

One manhole was found to be overflowing and roots were cleared sufficiently for CCTV

- o On 1 August 2017, the contractor attended but the manhole could not be lifted as it was broken. The customer called again on 7 August 2017 as he was concerned about health and safety risks due to the hole. On 16 August 2017 a supervisor attended. The customer was informed on 17 August 2017 that work would start. This took two weeks and was completed by 8 September 2017.

- o On 10 September 2019, sewage again overflowed into the customer's garden. A blockage was found in the main sewer. This was jet-cleaned and root growth removed. When the customer told the operative about the history, the operative recommended that the customer should check the manhole monthly and call the company as soon as any reduction in flow was observed.

- o On 6 May 2020, the customer experienced problems with the flushing of his toilets. The drain was backing up. The company jet-cleaned the sewer but was not able to clear roots so an engineer was asked to attend. On the following day, he attended and again jetted the sewer. A CCTV survey was carried out. The customer called the company on 13 May 2020 to find out what the CCTV survey had shown. This information was not available and the customer raised a complaint.

- o Although the customer had been told that the company would contact him when

the footage had been reviewed, this did not happen. The customer received a courtesy call from a member of the company's staff, but he could not look at the footage because he was working from home due to the pandemic.

- o On 24 June 2020, the customer spoke to the company, which agreed that a £25.00 payment was due as there had been a lapse in the company's service standards. The customer was told that there had been a blockage caused by sanitary products and trees at a point outside the customer's property. The company said that it intended to do the following:

- o Send a letter to all residents, including the customer, who share the drain. This would be with the residents no later than 17 July 2020.

- o Monitor any reported problems at the customer's or neighbouring properties. If there was no improvement, there would be an escalation to the Local Authority.

- o The case would remain under investigation and any if there were further issues the company may have to take further action.

- o The customer rang and emailed back to enquire what was being done about the blockage found on CCTV. No call back from the company or letter about not flushing sanitary products was received.

- o On 29 June 2020, the customer re-registered a complaint, but no response was received. On 7 July 2020, the customer asked for help from the Consumer Council for Water (CCWater).

2. The timeline provided by the customer says that he has had to chase up the company for information in relation to the progress of works on a significant number of occasions. Reference is also made to calls from the customer during the period of the company's timeline of events, which I find supports the customer's version of events that he has not always been given timely information and there were some failures in service standards. However, I find the customer has been compensated for these failures.

3. The customer's main concern, however, is that he wants the company to do something about the sewers in his area so that he is not repeatedly affected by sewage in his garden. Although the application form states that he was told that a line blocker or non-return valve might be used, the customer says that he is not requiring any specific piece of equipment. His position is that he wants the company to do something to stop the overflows from happening again.

4. I understand the customer's sense of frustration about these repeated and unpleasant events. However, as the company has made clear, the rules which water and sewerage companies must follow are laid down by the Water Industry Act 1991. The company argues that section 18 of that Act has the effect that the company's strategic decision-making in relation to repair and maintenance of the sewers can only be corrected by OFWAT.

5. I find that adjudicators under the WATRS Scheme are bound to take the same approach because we must take into account the relevant law. It follows that I cannot direct the company to take any specific steps affecting the network.

6. I turn to whether the company has met reasonable expectations in relation to other actions taken, which do not involve altering the network. I note that the company has, on every occasion when problems have arisen, attended the customer's property immediately, has addressed the hygiene issues and has cleared the sewer so that it operates as expected. While I accept that on some occasions it has not communicated with the customer as well as might be hoped and investigatory work has not always been immediate, the customer has been compensated for failures in service standards.

7. The company says that the functionality of the sewer is good and, apart from the blockages, there is no evidence to the contrary. Although a concern was expressed about the level of flow in the main sewer in 2016, no cause for this was found and there is no evidence that it is a constant issue. I find that the company's submission that the cause of the blockages is due to tree roots coupled, at least on two of the occasions, with excessive fat or "rags", is supported by the evidence submitted to me.

8. As to these causes, I bear in mind that the penetration of the sewer by tree roots is an environmental problem and is liable to affect all sewerage in locations where there are also trees. I also accept the company's submission that customers have used the sewers for disposal of unsuitable waste items and that this is a matter over which the company has no direct control.

9. I find that the company has addressed this part of the problem to achieve a better outcome for the customer. The company stated that it would send letters to the customer's neighbours to try to prevent abuse of the sewer. Although, in his timeline, the customer said that no such letters had been sent, the application form states that the customer accepts that these have been sent to his neighbours and the company also says that these have been sent. I find, therefore, that the company has carried out that part of its promise to the customer. I further find that the company has achieved the service standard that would reasonably be expected in relation to this aspect of the problem.

10. The company has also said that it will monitor the situation and may decide to take action in the future, including escalating it to the local authority, if there are future problems. The company has also indicated that it has not positively decided against any future action if the problems do continue. In keeping its position open to considering further developments, I also find that the company has, bearing in mind its strategic decision at this stage, met the service standard that would reasonably be expected.

11. In summary, therefore, although I cannot consider the company's strategic view that it will not alter the sewerage affecting the customer's property, I find that the company has shown a pattern of responding practically to the customer's complaints, has not closed off the possibility of future actions if problems continue and it has promised to monitor the situation following the letters sent to local householders. I find in all the circumstances, that, even though the customer would like the company to give greater strategic priority to his concerns, the company has met the standard of services reasonably to be expected of it and I do not direct any further action.

### **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.

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**Claire Andrews**  
**Adjudicator**