

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X265

**Date of Decision:** 05/03/2021

#### Party Details

**Customer:** The Customer

**Company:** X Company

**Customer's Representative:** The Representative

#### Complaint

The customer claims that the company gave no notice of excavations taking place outside his property. The excavations were left open and, together with damage to the customer's property by the company, this has led to flooding within the property's basement. The customer is seeking the company to apologise, find the root cause and repair the damage caused by the flooding, and provide further compensation for customer service failures.

#### Response

The company says it has conducted various investigations into the reasons behind the flooding. There is no evidence to suggest that the company's excavations are responsible for the flooding of the customer's property after 9 October 2019. There is a history of groundwater entering the basement going back to 2007, and the company is not responsible for groundwater issues. In light of some customer service failings and the distress and inconvenience incurred due to the flooding, the company has made various goodwill payments and other offers of payment totalling £2,093.88. The company has not made any further offers of settlement

#### Findings

I am satisfied that the company did fail to provide its services to the customer to the standard to be reasonably expected concerning the flooding on 9 October 2019. Concerning customer service, I find no other failings for which the customer has not been already offered adequate compensation.

#### Outcome

The company shall pay the customer the offered sum of £746.88.

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The customer must reply by 02/04/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

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## Case Outline

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

- The company gave no notice of excavations taking place outside his property. • The excavations were left open, and together with damage to the customer's property by the company, it has led to flooding within the property's basement. • The customer is seeking for the company to apologise, find the root cause and repair the damage caused by the flooding, and provide further compensation for customer service failures.

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

- It has conducted various investigations into the reasons behind the flooding. There is no evidence to suggest that the company's excavations are responsible for the flooding of the customer's property after 9 October 2019. • There is a history of groundwater entering the basement going back to 2007, and the company is not responsible for groundwater issues. • In light of some customer service failings and the distress and inconvenience incurred due to the flooding, the company has made various goodwill payments and other offers of payment totalling £2,093.88. • Accordingly, no further sums are due in this respect.

## 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.

## How was this decision reached?

1. The dispute centres on whether the company's excavations outside the customer's property caused internal flooding.
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 pipes or other assets are to blame and, if repairs are required, make such repairs to prevent further leaks.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Guarantee Standards Scheme.
4. From the evidence put forward by the customer and the company, I understand that in 2019 the company completed a scheme of proactive work in the customer's area to check for any causes of flooding from the company's network. This involved excavating the gully outside the customer's property and replacing it with a gully that allowed the sewer to be inspected.
5. On 9 October 2019, while the excavation was open, there was a heavy downpour of rain overnight, resulting in water ingress into the customer's cellar. The customer immediately reported this to the company. I understand that by the end of 10 October 2019, the excavation had been filled to prevent further water ingress.
6. On 30 October 2019, the subcontractors accepted responsibility for the water ingress and offered to pay for the damaged items. The company also arranged and paid for X Company 2 to install a dehumidifier at the property and cover any additional electricity costs.
7. On 9 and 11 January 2020, the customer experienced further flooding from the same point as before. The company investigated its sewer network, including CCTV surveys and dye testing. The company reattended the site on 22 January, opened up the original excavation, sealed the customer's wall, and refilled the excavation. The company's investigations concluded that the water was not coming from the company's pipework and water ingress was likely down to groundwater ingress, which the property has a history of.
8. On 13 and 24 February 2020, the customer reported further water ingress within the property's cellar. On 28 February 2020, the company undertook additional

CCTV surveys and dye testing, which identified a displaced joint. On 4 March 2020, the company investigated the displaced joint and concluded no water was being lost from the joint. Therefore, there were no issues with the company's pipework, leading to water ingress at the customer's property. On 6 March 2020, the company informed the customer of its findings.

9. Between 6 March and 17 August 2020, various discussions took place between the parties. The evidence shows that due to COVID-19 restrictions, there were some correspondence delays within this period. On 17 August 2020, the customer reported further water ingress within the property's cellar from the same point as before. By 25 August 2020, a solution could not be reached, and the customer progressed matters to CCWater to resolve, however, without success. The customer remained unhappy with this outcome, and on 12 January 2021, commenced the WATRS adjudication process.

10. Concerning the flooding incident on 9 October 2019, the evidence shows that the customer was included on the mailing list for Land Entry Notice letters sent before the work was carried out on the company's network. Therefore, I find no failure in this respect. However, the excavation was left open, and there was a heavy downpour of rain overnight. The evidence shows that as the customer's property is at the bottom of a row of houses, surface water ran down the road and collected in the excavation, allowing water to ingress into the property.

11. The company's subcontractors accepted liability for the water ingress resulting from the excavation being left open. I understand that the customer accepted £1,097.00 from the company in June 2020 for the damage which occurred due to the flooding. In addition to this, the company agreed to cover the reasonable costs of any damaged items, the costs of a dehumidifier and any additional electricity used. After careful review of all the correspondence provided in evidence, I am satisfied the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the flooding on 9 October 2019. The evidence shows that the customer has been offered a goodwill gesture of £746.88 to cover these items and the inconvenience and poor customer service experienced. After careful review of all the correspondence provided in evidence, I am satisfied that the company's various payments and offers were fair and reasonable in the circumstances to cover the flooding incident on 9 October 2019, the complaint and any distress or inconvenience to the customer. As the company has already paid £1,097.00, I direct the company to pay the customer the offered sum of £746.88 for this aspect of his claim.

12. Concerning whether the company's excavations outside the customer's property caused internal flooding after 9 October 2019, the customer states that he has had numerous flooding incidents since the company's excavations outside the

customer's property. However, whilst I appreciate the customer's position, as shown by the company's response documents, it was found that the root cause of the flooding was not due to the company's pipework or excavations. This position is supported by the fact that even after the company had sealed the customer wall next to the gully and refilled the excavation a second time, water ingress still appeared within the customer's basement.

13. On careful review of all the evidence, I find that I am satisfied with the company's position that it has undertaken investigations into the cause of the flooding and, where appropriate, has taken action such as sealing the customer's walls, CCTV surveys and dye testing when necessary to reduce the risk of flooding.

14. After careful analysis of the correspondence and evidence, I cannot find any indication that the company has been negligent concerning its pipework surrounding the customer's property. Surveys were undertaken by the company that shows its pipework had no significant defects and were operating freely. As demonstrated by the evidence, the company investigated the cause of the flooding on each occasion, and it took appropriate action if cleaning or repairs were required.

15. I am satisfied that the further water ingress after 9 October 2019 has not emanated from the company's pipework and that the evidence points to the fact that the water ingress within the customer's property stems from groundwater. Groundwater issues are the responsibility of the Environment Agency or Local Authority, not the company. Accordingly, I find that the company's excavations have not caused the property's internal flooding after 9 October 2019.

16. I note that the customer has requested that the company reopen the excavation and have the wall reviewed by a structural engineer to assess the property's safety. However, as above, I cannot find any indication that the water ingress's root cause was the company's pipework. Therefore, I find that the company is not required to reopen the excavation and have the wall reviewed by a structural engineer. In any event, I note that the company has offered to contribute £250.00 towards the customer's insurance excess and a structural engineer if the customer chooses to claim through his insurance.

17. The company has certain obligations in respect of its customer services. The company admits within its correspondence that some errors and delays occurred when investigating the cause of some of the flooding incidents and responding to the customer. I note the customer's comments concerning the company's staff being abusive, however, I can find no evidence to support this, only that it was someone known to the property that was aggressive on site. The evidence shows

that, where appropriate, the company included these failures in its goodwill offer of £746.88. After careful review of all the correspondence provided in evidence, I am satisfied that the company's offer was fair and reasonable in the circumstances to cover the various flooding incidents, the complaint and any distress or inconvenience to the customer. As above, as I have already directed the company to pay the customer the offered sum of £746.88, I find I do not have to direct the company to pay any further sums.

18. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, 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. Furthermore, I am satisfied the company has sufficiently apologised and offered compensation where appropriate within its dialogue with the customer. Therefore, I find the company is not required to provide a further apology.

19. The customer has provided comments on the Preliminary Decision. I note the customer's comments that the company have caused damage which is resulting in ongoing intermittent water ingress. However, as above, I cannot find any indication that the water ingress's root cause was the company's pipework for the flooding incidents after 9 October 2019. After careful review of all the points raised in the customer's comments I find that these do not alter my decision.

20. In light of the above, I am satisfied that the company did fail to provide its services to the customer to the standard to be reasonably expected concerning the flooding on 9 October 2019. Concerning customer service, I find no other failings for which the customer has not been already offered adequate compensation.

## **Outcome**

1. The company shall pay the customer the offered sum of £746.88.

## **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.

- 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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**Mark Ledger**  
**Adjudicator**