

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X307

Date of Decision: 30/03/2021

#### Party Details

Customer:

Company:

#### Complaint

The customer claims that the company has failed to maintain its pipework surrounding her property, which has led to water ingress within her property. Once the customer raised this issue with the company, it took over two years to investigate the water ingress and then refuse liability. The customer is seeking for the company to apologise and pay compensation of £2,000.00 for the distress and inconvenience incurred.

#### Response

The company says that its pipework is not the root cause of the water ingress within the customer's property. The company undertook extensive investigations that found no evidence that its pipework could be the source. The water found underneath the customer's flooring was groundwater and not freshwater or wastewater from its pipework. Groundwater issues are the responsibility of the Environment Agency or Local Authority, not the company. Furthermore, any additional compensation for customer service failures is not appropriate as adequate compensation has already been made regarding the various service failures. The company has not made any further offers of settlement.

#### Findings

I am satisfied that the evidence points to the fact that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning identifying and repairing any leaks which may have caused water ingress to the customer's property. Furthermore, I am satisfied that there have been no failings concerning customer service, for which the customer has not already been adequately compensated.



The company needs to take no further action.

The customer must reply by 27/04/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X307

**Date of Decision:** 30/03/2021

## Case Outline

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

- The company has failed to maintain its pipework surrounding her property, which has led to water ingress within her property. • Once this issue was raised with the company, it took over two years for the company to investigate the water ingress and refuse liability. • The customer is seeking for the company to provide an apology and pay compensation of £2,000.00 for the distress and inconvenience incurred.

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

- Its pipework is not the root cause of the water ingress within the customer's property. • The company undertook extensive investigations that found no evidence that its pipework could be the source of the water. • The water found underneath the customer's flooring was found to be groundwater and not freshwater or wastewater from the company's pipework. • Groundwater issues are the responsibility of the Environment Agency or Local Authority, not the company. • Furthermore, any additional compensation for customer service failures is not appropriate as adequate compensation has already been provided regarding the various failures of service.

## 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 has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning its investigations into the source of the water ingress within the customer's property.
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 leak report, the company needs to thoroughly investigate if the company's pipework is 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 Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that on 20 June 2018, the customer contacted the company to report water ingress underneath her floorboards. The evidence shows that the company attended the property the same day and found it could not determine whether the water ingress was from its pipework. However, it found that the customer's private interceptor trap was blocked. I understand that the company cleared the blockage on the customer's pipework without charge.
5. The following day the customer contacted the company as she was dissatisfied with the company's investigation on the previous day. On 2 July 2018, the company took samples from the water under the floorboards, and after analysis, it was found that the water was neither waste nor treated water. The company of the view that the likely cause of such water would be from subsoil groundwater. I understand that the company made the customer aware that it had repaired a hydrant outside another property some distance away; however, this was not related to the customer's flooding due to the water content's nature.
6. On 29 July 2018, the customer contacted the company to dispute that the hydrant's leak would not affect her property. Following this, the company investigated the customer's flooding issue further, and in September 2018, a leak was identified on the next-door neighbour's water supply pipe. I understand that due to the neighbour's age, the customer offered to help them resolve the issue with the company. Whilst the neighbour's leak was being fixed, various discussions took place between the parties, and further samples were taken from the water

pooling underneath the customer's floorboards. On 30 December 2018, the customer's next-door neighbour's leak had been fixed and a new meter fitted.

7. Following further discussions on the source of the customer's property's flooding, on 12 April 2019, the company reattended the property and reconfirmed that no leaks existed on the customer's supply. The company continued to investigate the matter further, and further test samples were taken both in May and November 2019. Within the November test, it was found that the water sample contained chemicals that could be attributed to treated water. However, further investigations and tests would have to be conducted to establish that this water had come from the company's pipework.

8. On 4 March 2020, the company's scientific department advised that there was only one chemical still being found in the water, chlorophyll, which was just one tiny component of treated drinking water. I note that chlorophyll is also derived from broken-down plant material, fungi, and soil. The evidence shows that there were no other chemicals in the water associated with treated water.

9. The evidence shows that to err on the side of caution, the company felt it appropriate to continue its investigations to ensure that the flooding under the property was not directly from its pipework. Further investigations and tests took place between March and November 2020. The company concluded that the customer's flooding did not come from its pipework and the root cause was subsoil groundwater. I understand that the company made goodwill and CGS payments of £350.00 for various customer service failures during its dialogue with the customer.

10. The customer remained unhappy with the company's response and escalated the dispute to CCWater to resolve without success. The customer was still of the view that it should have not taken two years to establish that the water was groundwater, and on 9 February 2021, the customer commenced the WATRS adjudication process.

11. Concerning whether the company investigated the cause of the flooding of the customer's property thoroughly and promptly, as stated within the company's defence documents, investigations took place each time the customer reported an issue resulting in the company identifying that no leak existed on the company's pipework which would have caused treated water or wastewater flooding, the water under the floorboards was not treated, or wastewater and the most likely source of the flooding/seepage was groundwater. Groundwater issues are the responsibility of the Environment Agency or Local Authority, not the company.

12. 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 chemical analysis of the water, acoustic logging and dye testing when necessary, to reduce the risk of flooding.

13. I appreciate the customer's position and the time taken to establish the root cause of the flooding. However, 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. This position is supported by the fact that even after the company had repaired all its nearby pipework issues, water ingress still occurred underneath the customer's flooring. I note the comments from the customer concerning the length of time taken to establish the root cause. However, I am satisfied with the company's position that due to the changes in the water's chemical makeup over time, it takes time and repeated testing to establish the true origin of the water.

14. In light of the above and 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 or the time taken to investigate matters. As demonstrated by the evidence, the company investigated the cause of the flooding on each occasion the customer contacted the company, and it took appropriate action if further testing or repairs were required.

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 why the water underneath the customer's floorboards did not originate from the company's pipework and why it took some time to establish the root cause. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Where there were failings in the quality of the customer service provided, I find that the customer has been adequately compensated, and no further sums are due.

16. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied that the company failed to provide its customer services to the customer to the standard to be reasonably expected by the average person. However, I am satisfied that 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.

17. The customer has submitted comments on the Preliminary Decision. I note the various comments concerning the customer was not informed initially that the company suspected the water to be groundwater and also the delays with the samples. However, I find that these points do not change my finding that

the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the time to identify any defects. Where there were failings in the quality of the customer service provided, as above, I have found that the customer has already been adequately compensated.

18. In light of the above, I am satisfied that the company did not fail to provide its services to the customer to the standard to be reasonably expected, concerning the time to identify any defects within its pipework surrounding the customer's property. Furthermore, I am satisfied that there have been no failings concerning customer service for which the customer has not already been adequately compensated.

### Outcome

1. The company needs to take no 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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**Mark Ledger**  
**Adjudicator**