

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X278

Date of Decision: 08/04/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer claims that the company has failed to relocate a manhole located within her property, which has led to foul odours and the possibility of rodent infestation within her property. The customer is seeking the company to divert its pipework and relocate the manhole away from her property to within her garden.

Response

The company says that there is no operational justification for diverting the sewer and relocating the manhole. It would be an expensive exercise and, in doing so, would most likely cause drainage issues not currently experienced by the customer. The company has never found blockages or rodents within the pipework underneath the customer's property, and there was never an operational need for the company to unearth the buried manhole. It was the customer's decision to employ a private contractor to open up the manhole within her property. Any costs to relocate the manhole or alter existing pipework are for the customer to pay. The company has not made any further offers of settlement.

Findings

I am satisfied 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 the manhole within the customer's property. Furthermore, I am satisfied there have been no failings concerning customer service as the company has dealt with the customer's concerns efficiently and appropriately, considering the circumstances.

Outcome

The company needs to take no further action.

The customer must reply by 06/05/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X278

Date of Decision: 08/04/2021

Case Outline

The customer's complaint is that:

- The company has failed to move a manhole located within her property, which has led to foul odours and the possibility of further rodent infestation within her property.
- The customer is seeking the company to divert its pipework and relocate the manhole away from her property to within her garden.

The company's response is that:

- There is no operational justification for diverting the sewer and relocating the manhole. • It would be an expensive exercise and, in doing so, would most likely cause drainage issues not currently experienced by the customer. • The company has never found blockages or rodents within the pipework underneath the customer's property, and there was never an operational need for the company to unearth the buried manhole. • It was the customer's decision to employ a private contractor to open up the manhole within her property, and as such, any costs to relocate the manhole or alter existing pipework are for the customer to pay.

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. 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 relocating its pipework and manhole from underneath 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.
3. 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.
4. 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.
5. From the evidence put forward by the customer and the company, I understand that on 3 April 2020, the customer contacted the company to report a possible buried manhole along the sewer line with branches that needed further investigation as it might allow rodents access to her home.
6. The evidence shows that on 8 April 2020, the company attended the property and found that there were no issues on the company's pipework. However, rodent bait was left in a manhole located outside a neighbour's property. The company reattended the manhole situated outside the neighbour's property on 18 April 2020 and found that the bait had been untouched. Therefore, it was removed. On the same day, the company informed the customer that it had completed its investigations and that no rodents were found within its pipework.
7. On 20 April 2020, the customer contacted the company to report a blockage in her sewer causing foul odours. On 21 April 2020, the company's contractor carried out an onsite camera survey and found a buried manhole under a patio in the customer's garden and an unmapped manhole at what they believed to be the side of a neighbouring property. I understand that the unmapped manhole was later found to be underneath the customer's property. However, the company's contractor noted that the sewer was "spotless" without blockages, fat, grease, no bellies, no scale and no signs of rodent activity. Other bait was added to the sewer surrounding the customer's property, which was found to be untouched when checked on 8 June 2020.
8. On 11 June 2020, the customer contacted the company to advise that she had

established that the foul odours were emanating from a manhole located within her property and had various questions concerning the manhole. The company advised that it would be responsible for repairing any damage to its pipework, which a manhole on a shared sewer would be. However, if the customer wanted the manhole moved, she would have to employ a private contractor and gain permission from the company first by sending in the plans for the work. Later on the same day, it was found that the customer's private contractor had already opened up the manhole within the customer's property, and this had led to the foul odours.

9. On 12 June 2020, the company attended the property and carried out an onsite camera survey from the buried manhole in the customer's living room to the main sewer. No defects or blockages were found on this survey. As the customer requested a diversion of the sewer so that the manhole could be relocated outside the property, it was noted that the company should arrange for a Network Engineer to visit and investigate.

10. On 16 June 2020, the company's Network Engineer attended the property and carried out further camera surveys. It was found that the sewer had no issues and was serviceable. The Network Engineer raised follow-on work to replace the manhole cover with a double sealed cover which would be greased in to prevent odours. The Network Engineer explained to the customer, whilst on site, that the company would not consider moving the manhole from her living room as there is no operational need to and, if the sewer line were to be re-routed, operationally, the line would be less likely to perform as well as it currently did.

11. Between 18 June and 30 July 2020, various discussions took place between the parties concerning the location of the manhole and sewer. During this period, I understand that the sewer was cleaned and a new manhole to prevent any further foul odours. However, the customer remained dissatisfied with the company's position regarding its refusal to relocate its pipework and escalated the dispute to CCWater to resolve without success. The customer was still of the view that the company should relocate the manhole and sewer pipework outside her property, and on 2 March 2021, the customer commenced the WATRS adjudication process.

12. Concerning whether the company should relocate its pipework and manhole from underneath the customer's property, 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 problems existed on the company's pipework which would have caused foul odours or a rodent infestation.

13. Whilst I appreciate the customer's position regarding the possible foul smells and associated inconvenience and distress of having a manhole within her

property, none of this was due to the company's fault. The evidence shows that it was the customer's decision to have her flooring taken up and the manhole unearthed. The evidence shows that this was unnecessary as no rodent activity was found in the sewer and the bait left in two different locations was never taken. Furthermore, there had been no history of blockages or flooding at the customer's property.

14. The evidence shows that the manhole originally would never have been built inside the property, and it would have begun life in the garden. As shown in the company's response, the company has never given authority for the sewer to be built over before the extension at the customer's property being built. Therefore, it seems the extension to the customer's property in which the manhole resides was constructed before the company became responsible for the sewer in 2011, and a previous owner of the property has illegally built over what is now the company's sewer, and this has led to the issue the customer is currently experiencing.

15. On careful review of all the evidence, I find that I am satisfied now that the manhole has been built over that there is no operational need to move it. The manhole has been double sealed by the company to prevent foul odours, and the company says that it expects no more issues regarding the manhole. Furthermore, as set out in the company's response, moving it may cause drainage issues that do not currently exist at the property. I note that the customer does have the option of employing a private contractor to move the manhole and diverting the sewer to access it in her garden rather than her living room. However, as stated by the company, it would need to approve any proposed work before this is carried out.

16. In light of the above and after careful analysis of the correspondence and evidence, I cannot find any indication 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 odours and rodent infestation on each occasion, and it took appropriate action if further testing or cleaning were required. Accordingly, I find that the customer's request to relocate the manhole and divert the sewer does not succeed.

17. 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 it was unwilling to relocating its pipework and manhole from underneath the customer's property. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances.

18. The customer has provided comments on the Preliminary Decision which I have thoroughly reviewed. Whilst I appreciate the customer's position with regard to the relocation of the manhole and the upheaval this has caused, I find that her comments do not alter my position that I cannot find any indication the company has been negligent concerning its pipework surrounding the customer's property and now that the manhole has been built over that there is no operational need to move it.

19. 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 relocating its sewer pipework and manhole from underneath the customer's property. Furthermore, I am satisfied there have been no failings concerning customer service as the company has dealt with the customer's concerns efficiently and appropriately, considering the circumstances.

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