

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X296

Date of Decision: 05/04/2021

Party Details

Customer: The Customer

Company: X Company

Customer's Representative: The Representative

Complaint

The customer claims that the company's repair work to a nearby pumping station was prolonged and intrusive. The company also damaged the customer's private road and wall, which was then not repaired sufficiently. The customer is seeking the company to fully repair the customer's private road and pay £1,000.00 for the distress and inconvenience incurred.

Response

The company says that it has met its agreements under the original planning application concerning the private road. There is no evidence to suggest that the company has damaged the private road or the customer's wall during its repair works. The company admits that there have been some failings in its customer service and has made discretionary payments of £250.00 for these failings and the inconvenience caused. Furthermore, the company has offered further compensation of £1,000.00 to resolve the matter, however, the customer declined this offer. Accordingly, no additional sums are due. The company has not made any further offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, concerning identifying any defects with the pumping station and its repairs to the private road. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated. Consequently, the customer's claim does not succeed.



The company needs to take no further action.

The customer must reply by 03/05/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The repair work undertaken by the company to the nearby pumping station was prolonged and intrusive. • Furthermore, the company damaged the customer's private road and wall, which was then not repaired sufficiently. • The customer is seeking the company to fully repair the customer's private road and pay £1,000.00 for the distress and inconvenience incurred.

The company's response is that:

- It has met its agreements under the original planning application concerning the private road. • There is no evidence to suggest that the company has damaged the private road or the customer's wall during its repair works. • The company admits that there have been some failings in its customer service and has made discretionary payments of £250.00 for this and the inconvenience incurred. • Furthermore, the company has offered further compensation of £1,000.00 to resolve the matter. However, this has been declined. Accordingly, no additional sums are due.

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 damaged the customer's private road and wall during repairs to a nearby pumping station which had been causing flooding to the customer's property.
2. The company is required to 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 sewage 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 the company's Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that in 2014 the company began building a new pumping station that used the customer's private road as access. As part of this project, the company met with the customer on several occasions and explained that whilst it was happy to resurface the road and put in kerbs, this remained a private road, and it would not be responsible for ongoing maintenance. The customer raised further issues during this period, and I understand that all the issues raised were resolved in 2016 to both parties' satisfaction together with a compensation payment of £4,000.00.
5. On 24 February 2020, the customer contacted the company regarding overflow from the pumping station. I understand that the company visited the pumping station on the same day and began repair work. The evidence shows that the repair work took approximately one week to complete, finishing on 2 March 2020. I understand that the customer raised various issues with the works during this period and that they caused her inconvenience and distress.
6. Between 2 and 12 March 2020, the customer raised issues with her wall, which she alleged had been damaged during the works and the private road. Within the same period, the customer progressed his complaint to CCWater to resolve. Various further discussions took place between the parties resulting in the company making a discretionary payment of £250.00 through its Customer Commitment Scheme to recognise the customer service failings and disturbance. Concerning the customer's wall, the company's drainage team visited the customer on 12 March 2020 to explain that it had no evidence that any of the company's vehicles had used the road on the days in question.
7. Further discussions took place between the customer and company regarding

the amount of compensation, with the customer ultimately requesting £1,000.00. I understand that on 17 December 2020, the company made a business decision to offer the customer the payment of £1,000 as requested to resolve the dispute. The customer refused the offer unless the company would agree to reinstate the road to its original state. The company would not reinstate the road to its original condition as the road remains under private ownership and the landowner had carried out subsequent work on the road pending their new planning permission application.

8. Regarding whether the company should reinstate the road to its original state, the evidence shows that the road was improved when the new pumping station was installed in 2016, and the failure of the pump in 2020 had no effect on the condition of the road. Whilst the road was used for a week while the company undertook repairs, there is no evidence that the road was damaged by the company vehicles. However, the evidence shows that the road is used regularly by farm vehicles, and the supporting road curbing has been left damaged and hazardous along with the tarmac.

9. I understand that the layout agreed and adhered to in the company's 2015 planning application has been changed by the landowner in early 2020 when pipes were laid the length of the south side of the road. Furthermore, the evidence shows that the landowner had carried out work on the road and had widened it pending their new planning permission application. In light of the above and after careful analysis of the correspondence and evidence, I cannot find any indication that the company has caused damaged to the road and needs to make repairs. Accordingly, I find that this aspect of the customer's claim fails.

10. Concerning the customer's damaged wall, I understand that once the customer contacted the company with dates as to when the wall was damaged, it was found that none of the company's vehicles had been on the private road on these dates. Whilst I appreciate the customer's position, I am also aware that the road is used by other commercial vehicles in addition to the company's vehicles. Therefore, I find that the customer has not proven that the company damaged the wall, and I find that this aspect of the customer's claim fails.

11. The company has certain obligations in respect of its customer services. The company admits within its correspondence that some errors and delays incurred during the repairs to the pumping station and responding to the customer. The evidence shows that, where appropriate, the company has made payments Customer Commitment Scheme totalling £250.00. After careful review of all the correspondence provided in evidence, I am satisfied that the company's payment was fair and reasonable in the circumstances to recognise the customer service failings and disturbance. I am therefore satisfied there have been no failings concerning customer service for which the customer has not been already

adequately compensated.

12. In light of the above, I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, concerning repairs to the nearby pumping station and any damage to the private road or customer's wall. Furthermore, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated. Consequently, the customer's claim does not succeed.

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.

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Mark Ledger
Adjudicator