

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X229

Date of Decision: 24/05/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer claims that the company has failed to investigate his neighbours' private pipework surrounding his property, which has led to flooding within the boundaries of his property. Once the customer raised this issue with the company, it provided poor customer service. The customer is seeking the company to thoroughly investigate his neighbours' pipework surrounding his property, liaise with his neighbours to ensure any leakage is repaired and pay compensation for the inconvenience and distress caused.

Response

The company says that its pipework is not the root cause of the flooding within the boundaries of the customer's property. The company undertook extensive investigations that found no evidence that its pipework could be the source. The water found within the perimeter of the customer's property most likely ground saturation and not freshwater or wastewater from its pipework. Leaks from private pipework or ground water are not the responsibility of 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 the evidence points to the fact the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning identifying the cause of the flooding with the boundary of the customer's property. Furthermore, I am satisfied 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 22/06/2021 to accept or reject this decision.

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Date of Decision: 24/05/2021

Case Outline

The customer's complaint is that:

• The company has failed to investigate his neighbours' private pipework surrounding his property, which has led to flooding within the boundaries of his property. • Once the customer raised this issue with the company, it provided poor customer service. • The customer is seeking the company to thoroughly investigate his neighbours' pipework surrounding his property and liaise with his neighbours to ensure any leakage is repaired and pay compensation for the inconvenience and distress caused.

The company's response is that:

• Its pipework is not the root cause of the flooding within the boundaries of the customer's property. The company undertook extensive investigations that found no evidence that its pipework could be the source. • The water found within the boundary of the customer's property most likely originated from a ground saturation and not freshwater or wastewater from its pipework. • Leaks from private pipework or ground saturation are not the responsibility of the company. • Furthermore, any additional compensation for customer service failures is not appropriate as adequate compensation has already been made 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 to identify other potential causes of the flooding at 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 Guarantee Standards of Service Scheme.
4. From the evidence put forward by the customer and the company, I understand that flooding was first reported by the customer in April 2019 and followed up on 22 May 2019. The customer indicating at the time his belief that the matter was caused by a cracked drain.
5. The evidence shows that the company attended the site the same day to complete a preliminary check of the company's pipework and found no signs of any issues with its sewer pipework, and the sewer pipework surrounding the property was found to be running free and clear. The flooding next to the customer's wall was found to be freshwater. However, the root cause could not be determined.
6. On 21 July 2019, the customer once again contacted the company concerned about further flooding within his garden. The company responded on 30 July 2019, saying that it had discovered that there were two water networks surrounding the customer's property, both of which were private, and a leak coming from these networks would be the responsibility of the owner or owners if shared. The company noted that the customer had said that his neighbour's meter was spinning and requested that if the customer could supply the neighbour's address, the company would investigate further. I understand that the company did contact the neighbours but has provided no evidence as to the outcome of these discussions.
7. Following the response by the company, further correspondence took place between the parties over several months concerning whether the company had investigated the flooding thoroughly and approached the customer's neighbours to investigate leaks on their properties. Within this period, the company undertook a

gas test, which was inconclusive, and attended the customer's property at various times to investigate the matter further. However, on each occasion, it was found that no leaks existed on the company's fresh or wastewater pipework. I also understand that during this period, the company liaised with adjacent property owners where Coronavirus restrictions were in place to try and establish the root cause of the customer's flooding. Whilst the root cause of the water pooling by the customer's wall could not be determined, the company was of the view that it was either a leak from nearby private pipework or ground saturation, both of which are not the responsibility of the company.

8. I also understand during this period, the company admits it provided the customer with poor customer service and that these failures were recognised in the form of goodwill and Guaranteed Standards of Service Scheme payments totalling £270.00.

9. The customer remained unhappy with the company response and escalated the dispute to CCWater to resolve without success. The customer believed that the company should serve a statutory notice on his neighbour to ensure that any leak from the neighbour's assets is repaired, and on 4 December 2020, the customer commenced the WATRS adjudication process.

10. Concerning whether the company investigated the cause of the flooding of the customer's property thoroughly. As stated within the company's response 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. 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 to reduce the risk of flooding.

11. Whilst I appreciate the customer's position and the time taken to try and establish the likely root cause of the flooding, 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 but likely to be ground saturation. I understand that the company did contact the neighbours regarding identifying any leaks on their private pipework but has provided no evidence as to the outcome of these discussions, only that they would be the responsibility of the property owner.

12. I note the comments from the customer to the effect that the company should exercise its statutory powers on a neighbouring property under the wastewater notice process. However, the evidence shows that the company has liaised with adjacent property owners and cannot establish on whose private pipework a leak may exist if at all. I understand that the company is now of the view that the most

likely cause of the pooling of water is ground saturation and has advised the customer to contact his insurer who may be able to provide various support services to establish whether the pooling is affecting his property.

13. Whilst OFWAT has set water companies performance commitments to reduce leakage over the 2020-25 period, I find that I am satisfied with the company's position that it has no statutory obligation for extending its investigations to identify other potential causes for which it is not responsible, such private pipework and land drainage or groundwater. As explained in the company's response and comments, these powers are discretionary, not legal duties, and it is for the company to determine when it exercises them. The evidence shows that the water pooling by the customer's wall was most likely to be ground saturation and therefore the company does not feel the need to undertake any further investigations to identify other potential causes as it has already ruled out its pipework and it is not responsible for ground saturation.

14. Considering 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 its investigations to identify other potential causes of the pooling. 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 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 flooding the customer was experiencing did not originate from the company's pipework. 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 service provided, I find that the customer has been adequately compensated, and no further sums are due.

16. Considering 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 its investigations to identify other potential causes of the flooding. Furthermore, I am satisfied 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