

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X358

Date of Decision: 12/05/2021

Party Details

Customer: The Customer

Company: X Company

Complaint

The customer claims that the company has failed to maintain its nearby manholes and sewer pipework. These failures have led to a trip hazard due to the manhole covers sitting proud of the road surface, which has caused a nuisance and led to inconvenience and distress. The customer is seeking the company to take responsibility for the raised manhole covers and set them lower to avoid a trip hazard.

Response

The company says that on each occasion the customer has contacted the company, it has taken her concerns onboard and investigated whether there were any defects with their manholes or pipework which could contribute to them being a trip hazard. The company found no issues with their manholes or pipework, and the cause of the trip hazard was the surface of the road sinking, which would be the responsibility of the landowner. 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 their manholes or pipework and reducing any trip hazard.

Outcome

The company needs to take no further action.

The customer must reply by 10/06/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

• The company has failed to maintain its nearby manhole covers and pipework. • These failures have led to the manholes becoming a trip hazard, which has caused a nuisance and led to inconvenience and distress. • The customer is seeking the company to take responsibility for the raised manhole cover and set them lower in the road surface to avoid a trip hazard.

The company's response is that:

• On each occasion the customer has contacted the company, it has taken her concerns onboard and investigated whether there were any defects with their manholes or pipework, contributing to them being a trip hazard. • The company found no issues with their manholes, and the root cause of the trip hazard was the surface of the road sinking, which would be the landowner's responsibility.

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 effectively carried out its

maintenance to its manhole and pipework to prevent them from becoming or causing a trip hazard.

2. The company is required to meet the standards set out in the Water Industry Act 1991.

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 the customer contacted the company on 10 April 2018 to raise concerns about two rectangular manhole covers on a shared driveway outside her property.

5. On 11 April 2018, the company attended the property and found that both manhole covers were in good condition and that the frames and covers were secure and intact. It was determined that the issue related to the state of the tarmac surface on the shared access road, which is not owned by or the company's responsibility but is the responsibility of the landowner to repair.

6. Various discussions then took place between the parties, resulting in the customer contacting her local councillor, who requested that the company explain whether the private access road had sunk due to collapsed pipework owned by the company. The company undertook various CCTV surveys and reported back to the local councillor and customer that it found no evidence of a sewer collapse. All pipework was found to be structurally intact and flowing freely.

7. On 12 August 2019, the customer contacted the company to raise further concerns about two rectangular manhole covers on a shared driveway outside her property. The evidence shows that the company investigated the manhole covers and surrounding sewer network. However, no faults were found. Between 26 September 2019 and 17 December 2019, the customer contacted the company on numerous occasions requesting an update on the manhole covers. The company also explained that the company could not do anything further to minimise any trip hazards, and during all its investigations, it had found no defects with manholes or sewer pipework which would lead to the private access road sinking. The shared access road is the responsibility of the landowner to repair. The customer remained unhappy with the company's responses and, on 4 March 2021, commenced the WATRS adjudication process.

8. Regarding whether the company has effectively been carrying out its duties concerning its manhole covers and sewer pipework to prevent its manholes from becoming a trip hazard. The customer states that she has contacted the company on numerous occasions concerning the manholes. On each occasion, it was found

that the root cause was the subsidence of the road surface, not the company's manholes or pipework. The evidence shows that the customer was informed of the company finding each time it investigated the matter.

9. On careful review of all the evidence, I am satisfied with the company's position that the root cause was the subsidence of the road surface, which is the responsibility of the landowner. Whilst I appreciate the customer's position and the issues in locating the landowner, I agree with the company's position that it cannot assume liability for undertaking repairs to property which is not its responsibility or when it has no legal right to do so.

10. Furthermore, I cannot find any indication the company has been negligent concerning its sewer pipework or its work on the manhole. As demonstrated by the correspondence within the CCWater documents and in the company's response, the company investigated the cause of the trip hazard, and it took appropriate action if required. Whilst I appreciate the customer's position, I believe the company investigated the subsidence of the road surface as best it could and acted appropriately according to the results of its investigations.

11. In light of the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the investigation of the source of the subsidence of the road surface at the customer's property. Accordingly, this aspect of the customer's claim fails.

12. 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 what action the company had undertaken to discover whether the road subsidence was due to its manhole covers or pipework. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances.

13. The customer has provided comments in the Preliminary Decision concerning the difficulties she is experiencing tracing the landowner. However, I find that these difficulties are not the fault of the company and accordingly the customer's comments do not affect my decision.

14. 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 identifying any defects with its manhole covers and pipework. Furthermore, I am satisfied there have been no failings concerning customer service.

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