

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X365

Date of Decision: 16/06/2021

#### Party Details

Customer:

Company:

#### Complaint

The customer says that the company provided poor customer service and has not resolved her concerns about future problems arising from its sewer.

#### Response

The company acknowledges that there were customer service failings, but argues that no additional compensation is owed.

No offer of settlement has been made.

#### Findings

The company failed to provide its services to the customer to the standard to be reasonably expected by the average person with respect to its customer service, but appropriate compensation has already been paid.

#### Outcome

The company does not need to take any further action.

The customer must reply by 14/07/2021 to accept or reject this decision.

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## Case Outline

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

• Subsidence caused by the company's asset caused the collapse of a boundary wall. • The company has settled the dispute about the wall and agreed to pay for repair. • She remains unhappy with the customer service received and about potential future impacts of the problems with the sewer, which runs under the Property. • She requests that the company identify and repair faults on the sewer, and provide a gesture of goodwill.

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

• It acknowledges that there were customer service failings in the form of poor communication with the customer. • However, no evidence has been provided that the problems experienced by the customer with respect to her boundary wall were a result of the company's asset. • The company investigated the collapsed wall and determined that its sewer was not the cause. • Nonetheless, the company agreed to pay the customer £4,000.00, which had initially been promised to the customer but then retracted because the initial offer had been based on a misreading of documentation. • The company does not believe that any further payment is owed.

## 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. This dispute is unusual in that while the company has denied that it was responsible for the collapse of the customer's boundary wall, it nonetheless agreed to pay the substantial sum of £4,000.00 to repair that wall, in light of this payment having been mistakenly promised to the customer. As a result, the customer's claim relates not to the boundary wall itself, but to the customer service she received from the company prior to the settlement being reached, and to the risk of future damage from the company's sewer if it remains unrepaired.
2. Ultimately, while the company acknowledges that customer service failings occurred, and it is clear from the evidence produced by the parties that this is the case, the customer has not produced evidence sufficient to justify a conclusion that the company's sewer was indeed responsible for the collapse of her boundary wall. That is not to say that I find that it was not responsible, but only that the evidence currently available is insufficient to justify a conclusion that it was.
3. This matters because if the company's sewer was demonstrably responsible for the collapse of the customer's boundary wall, then the company's agreement to pay for the repair of the wall could be classified as compensation only for the damage that had occurred to the wall. This would allow an additional payment to be ordered for the customer service failings the company has acknowledged occurred.
4. However, because the evidence is insufficient to justify a finding that the company's sewer was responsible for the collapse of the boundary wall, I find that the £4,000.00 payment made by the company must be seen as having been made voluntarily as a settlement of the customer's entire claim, including for customer service failings. That is, because this payment was more than the company was obligated to pay the customer, I find that no additional payment would be appropriate.
5. Therefore, although I find that the company did fail to provide its services to the customer to the standard to be reasonably expected by the average person with respect to the customer service she received, I also find that the customer has already received appropriate compensation for these failings.
6. The customer has also requested that the company be ordered to identify and repair faults on the sewer, due to her concern about future impacts on the Property of the sewer.
7. However, while the customer's concerns are entirely understandable, I find that the available evidence shows the company making reasonable and appropriate

efforts to investigate possible problems with its assets near the Property. While some problems have been found with the sewer, no evidence has been provided that these problems create an imminent risk to the Property, such that the company is acting unreasonably in prioritising other repairs.

8. I do not, therefore, find that the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person in this respect.

9. Nonetheless, it should be emphasised that this conclusion is reached based on the evidence that is currently available. It does not preclude that further evidence might arise justifying a changed prioritising of the repairs to the sewer near the Property, and it does not mean that if future damage occurs to the Property because of the sewer that the customer has no claim against the company. I do not, of course, find that the customer would have a valid claim against the company, precisely because this would be a matter to be determined in a future claim based on the evidence available at that time.

10. For the reasons given above, I find that no further remedy is appropriate.

### 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.

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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**Tony Cole**  
**Adjudicator**