

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X381

Date of Decision: 25/05/2021

Party Details

Customer: REDACTED

Company: REDACTED

Complaint

The customer has a dispute with the company regarding rodent access to his property through a company asset. The customer says that the company did not react in reasonable time to rectify the problem and consequently he used a private plumber to do the necessary work. The customer states that the company refuse to reimburse his costs incurred while using the plumber. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to refund his costs in the total amount of £2,577.18.

Response

The company states that it has taken all reasonable steps to rectify the problem of possible rodent access via one of its manhole chambers. It says that it was following its procedures and timetable in respect of locating the manhole that was buried in the customer's garden. It says the customer was not prepared to accept the timetable and elected to use his own private plumber. The company states it was doing all the work free of charge and thus will not reimburse the customer for using his own resources. The company has not made an offer of settlement to the customer.

Findings

I am satisfied the company acted reasonably in its dealings with the customer and has taken his complaints seriously. It has undertaken specialist survey work in order to specifically locate the pipe and buried manhole chamber. I am satisfied that the customer made the decision to use a private plumber without obtaining prior agreement from the company that it would reimburse his costs. Overall, I find that the

company has not failed to provide its services to a reasonable level nor has it failed to manage the customer's account to the level to be reasonably expected by the average person.



The company does not need to take further action.

The customer must reply by 23/06/2021 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

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- He has experienced an ongoing dispute with the company concerning rodent infestation at his property. The customer says that the company's failure to take prompt action resulted in him incurring financial expenditure that it refuses to reimburse. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- In June 2020 he and neighbouring properties experienced problems with rodents.
- He retained the services of an independent firm of plumbers who identified that remedial work to the customer's private pipeline had not been done correctly by a previous owner and proceeded to rectify the defects. The customer says that the plumber identified that the private pipeline entered a company owned manhole and the junction was not watertight and may have been an entry point for rodents.
- Having identified a company asset, he contacted it on 07 July 2020, and acknowledges it sent an engineer on the same day to examine the manhole. The engineer incorrectly assumed that the customer had a blockage in his pipe and departed without taking any action when he understood there was no blockage.
- He contacted the company again on the next day, 08 July 2020, and was advised that the engineer would return within five working days.

- The engineer did not return until twenty-two days after the telephone call. The customer says that on 28 July 2020, two company engineers attended and that he had also organised the attendance of his private plumber who assisted the company engineers to identify the private pipeline and the buried company manhole.
- The two company engineers took no action and informed him they would prepare a report within fourteen days and organise a second survey with different equipment. The customer contacted the company to advise it of his dissatisfaction with its response to his concerns and informed it that if no action was taken within forty-eight hours he would instruct his plumber to rectify the problem and would seek reimbursement from the company.
- He did not receive a response from the company within the time he had set and thus on 31 July 2020 he had the independent plumber undertake the works necessary to prevent rodent access to his property.
- Also on 31 July 2020, he contacted the company to complain about its poor service and to request that his expenses for the private plumber be reimbursed by the company.
- He continued to contact the company about his complaint but on 18 September 2020 he was informed by the company that it would not refund his expenses.
- Believing the company had not properly addressed his concerns the customer, on 11 October 2020, escalated his

complaint to CCWater who took up the complaint with the company on his behalf. The customer records that CCWater contacted the company and requested more detailed information from it and to review the customer service provided. • He acknowledges that CCWater were involved in much correspondence with the company but were dissatisfied with its responses and consequently on 19 February 2021 opened a formal investigation into the dispute. • The company provided a detailed response to CCWater on 05 March 2021 with a follow-up clarification on 17 March 2021. • Subsequently on 19 March 2021, CCWater informed him that it believed the company has declined to change its position and will not agree to reimburse the costs incurred. CCWater confirmed that it could not take any further steps to alter the position of the company. • The customer says that despite the intervention of CCWater, the dispute is ongoing, and the company has not changed its position and CCWater are unable to obtain a resolution between the parties. The customer remains dissatisfied with the response of the company and has, on 30 March 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to pay compensation in the sum of £2,577.18 to cover the costs of expenses incurred in solving the problems with rodents in his sewerage pipeline.

The company's response is that:

The company's response is that: • The company provided its response to the claim on 28 April 2021. • It acknowledges that it first received contact from the customer on 07 July 2020 and believed that he was complaining of a broken drainpipe. It says that its sub-contractor was despatched on the same day to investigate, and the customer was informed the problem was on a private pipe connecting to a private buried manhole and was not the responsibility of the company. • On 08 July 2020 the customer called again to complain and was informed that the sub-contractor could not re-attend for at least five working days. • It acknowledges that the sub-contractor had cancelled the job given to it on 08 July 2020 because it had previously attended the customer's property and established that the problem was on his own private pipe. • On 28 July 2020 the sub-contractor attended the customer's property and noted that the customer's own independent plumber was also present. The sub-contractor undertook a CCTV survey of the sewer and identified a buried chamber and advised the customer that it would review the video recorded and report to the company within ten working days. It also advised him that a further survey was needed with different equipment to accurately identify the location of the buried chamber. • Also on 28 July 2020, the customer contacted the company and stated he was unhappy with the timescale for reviewing the CCTV tape and with the fact that a further survey would be necessary. The company says that the customer declined a further visit from the sub-contractor and informed it that he would use his own plumber to fix the problem before the end of business on Friday 31 July 2020. • It wishes to record that prior to any contact from the customer, its sub-contractor had attended properties, on a street adjacent to the customer's, that used the same sewer line because of complaints of rodent infestation.

The sub-contractor attended the properties on 03 and 06 July 2020, and its investigations were ongoing when the customer contacted the company on 07 July 2020. • The customer advised it that he would refuse a further visit from its sub-contractor after 28 July 2020 because he was going on holiday and wanted the problem fixed before departure. • On 31 July 2020 the customer lodged a complaint and requested compensation. • Contact was maintained with the customer throughout August and September 2020 and that finally on 18 September 2020, following an internal investigation, it informed the customer that it would not refund his costs. The company acknowledges that the customer escalated the complaint to CCWater who contacted it on 16 October 2020. • Following CCWater intervention it reviewed his complaint in detail but on 24 November 2020 it confirmed it would not refund his expenses. • It acknowledges that there were delayed responses to the customer's complaint, and it has credited the customer's account with the amount of £175.00. The company believes this amount is appropriate to the circumstances and does not consider any additional payment is due to the customer. The customer's comments on the company's response are that: • On 28 April 2021, the customer submitted detailed comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced. • The customer rejected the company's version of events between himself and its sub-contractor on 28 July 2020, and he reiterated that he was informed he would have to wait fourteen days for the CCTV to be reviewed and then for a further survey to take place. He believes that this time period was too long and contained no guaranteed date of when the work would actually be done. The customer states that the £175.00 offered by the company is unacceptable.

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 relates to the customer's dissatisfaction that the company failed to promptly address a problem with rodent infestation at his property and this resulted in him suffering a negative financial impact.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. The customer says that he identified a rodent problem at his property in June 2020, and that on 06 July 2020 he retained an independent plumbing company to attend his property. The customer says that the plumber identified a private pipeline and fault at the entry of the pipe into a manhole belonging to the company. The customer does not provide any evidence to support the findings of the plumber.
4. I can see from the documents submitted that the parties agree that the customer contacted the company on 07 July 2020 and on the same day the company despatched its sub-contractor to investigate. It seems to me that the sub-contractor advised the customer that the problem was on his private pipeline and was thus not the responsibility of the company.
5. The customer called the company again the next day, 08 July 2020, and requested further investigation, but was informed that the sub-contractor could not return within the next five working days.
6. From my reading of the evidence submitted it seems that the sub-contractor had labelled the problem to be on a private pipe and thus all the customer's follow-up calls were treated as being about issues relating to a non-company asset. This resulted in the five working days target not being met and I can see that the sub-contractor did not return until 28 July 2020.
7. I am satisfied that the events of 28 July 2020 are the crux of this dispute. I understand that the company's sub-contractor undertook a CCTV survey of the pipeline and identified a buried chamber that appeared to be blocked. The sub-contractor advised the customer that the CCTV recording would be analysed, and a report would be submitted to the company within ten working days. It further advised the customer that an additional survey with different equipment would be necessary so that the buried chamber could be specifically located prior to excavation to expose it.

8. The company states that at this point the customer declined any further input from the sub-contractor and stated that he would use his own plumber to fix the problem.
9. I can see that the customer sent an e-mail to the company at 18:06 on 28 July 2020 and stated: "I have also rung this afternoon 3pm Tuesday 28 July 2020 to say that I have asked (the private plumber) for a quote to excavate the manhole. As I didn't receive a call back from REDACTED I spoke to (the private plumber) and booked them to start to do these works on Friday 31 July 2020".
10. My reference to the customer's e-mail to CCWater dated 16 February 2021 shows the customer stated the following: "I e-mailed and wrote to them after their technicians finally turned up (who couldn't locate the manhole let alone excavate and repair it, and said I would have to wait 14 days for their report) and I said I would be getting a private company out in 3 days and quoted the cost unless I heard from x company. I didn't get a response to my letter, e-mail, or call so I went ahead with the works".
11. It thus seems to me that the customer gave the company only three hours in which to respond to his request for more immediate action. I find this to be unreasonable.
12. From my examination of the evidence submitted to me by the parties, I am satisfied that the company acted in a reasonable manner and was fully investigating the customer's complaint. It had sent specialist sub-contractors to conduct a site survey and advised the customer that following evaluation of the survey it would continue the investigation to achieve a resolution to the pipework and rodent problem. I find that the customer was not satisfied with the process and the time schedule advised to him and issued a demand to the company that unless it took more immediate action he would use his own plumbers.
13. I take note that the customer has contended that if the company's sub-contractor had attended his property within the five working day period initially stated he would not have had to use his own plumber and thus would not have expended the cost of the plumber's work. I am not satisfied that it is reasonable for the company to have foreseen that the sub-contractor's delayed attendance at the property would result in the customer using his own resources to repair the sewer pipe.
14. Also, I find that the customer has not suffered economic loss as a result of the company's actions. As I have noted earlier, the company was responding to the customer's problems with the sewer pipe and the customer decided to use his own resources because he was not happy with the timetable of procedures set down by

the company. In other words, the customer chose to expend the funds on a private plumber without securing any prior agreement from the company to reimburse such expenditure.

15. Overall, I am satisfied that the customer elected to use his own plumber because he was not prepared to wait for the company's procedure to be completed even though the company would have rectified the problem free of charge to the customer. Therefore, I find that the company has no obligation to reimburse the expenses incurred by the customer in using his own resources.

16. In his application to WATRS the customer has requested reimbursement for storage costs resulting from having to empty his loft space to permit access to pest controllers. The customer has stated that he became aware of rodent intrusion into his property in June 2020, sometime before he advised the company. I find this claim to be too remote from the issue of the dispute between the parties and I am not persuaded that the customer would not have incurred this cost irrespective of when the company finalised its actions to repair the pipework. I shall not direct the company to refund the storage costs.

17. The customer further requests reimbursement of costs he incurred in replacing boarding and insulation in his loft space. Again, I find this claim too remote from the main dispute regarding the use of a private plumber. Such costs could not be foreseeable by the company when undertaking its actions regarding repairing a sewer pipe. I find this head of claim does not stand.

18. Overall, I am satisfied that the customer has not supplied sufficient evidence to support his complaint and to show that the company has not responded reasonably to his complaints and requests to have it rectify the problems of rodent access to his property. I find that the claim does not stand.

19. My conclusion on the main issues is that the company has not failed to provide its services to a standard to be reasonably expected by the average person.

Preliminary Decision

- The Preliminary Decision was issued to the parties on 17 May 2021.
- The customer submitted comments on the Preliminary Decision on 18 May 2021. The submitted comments will not be addressed specifically. The customer reiterated his complaint and his position that the company are at the root of the dispute by logging his original complaint as a pipe blockage on a private line. However, I am satisfied that the customer has not supplied any input to change the outcome of the Preliminary Decision.

Outcome

1. The company does not need to take 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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Peter Sansom
Adjudicator