

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X384

Date of Decision: 16/06/2021

#### Party Details

Customer:

Company:

#### Complaint

The customer has a dispute with the company regarding a problem with foul water ingress into his property. The customer claims that after initially offering to repair the damaged gully that was the cause of the ingress, the company altered its position because the gully was identified as being a private asset. The customer is also dissatisfied that the company took six months to locate the cause of the leak. He further says 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 pay compensation for the repair costs of the damage caused and for the stress and inconvenience suffered.

#### Response

The company states that the damaged gully pot is a private asset, and it has no obligation to maintain it. It was willing to repair it but has been denied access to the gully by the owner. The company says it cannot take any further action. The company has not made any offer of settlement to the customer but has offered a goodwill gesture of £250.00 towards the customer's insurance excess. The company does not agree to the customer's request to pay compensation.

#### Findings

I am satisfied the company acted reasonably in its dealings with the customer. It identified the cause of the water ingress as being a privately owned gully and although it is not a company asset it offered to repair it. I am satisfied that the owners of the gully have denied the company access. Overall, I find that the company has not failed to provide its services to a reasonable level nor has failed to manage the customer's account to the level to be reasonably expected by the average person.

## Preliminary Decision

- The Preliminary Decision was issued to the parties on 04 June 2021.
- The customer submitted comments on the Preliminary Decision also on 04 June 2021.
- I note that the customer has reiterated his position as previously submitted.
- The company did not submit any comments on the Preliminary Decision.
- Having taken into consideration all comments I am not persuaded that any amendment to the Preliminary Decision is required.



The company does not need to take further action.

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

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X384

**Date of Decision:** 16/06/2021

## Case Outline

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

• He has experienced an ongoing dispute with the company concerning problems with sewage ingress into his property. The customer says that the company initially indicated it would repair a cracked gully but changed its position when the gully was identified as not being a company asset. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled. • In July 2020 he contacted the company to complain of sewage entering his property from a neighbouring property. He acknowledges the company attended and cleared a blockage. • In December 2020 he had to contact the company again because sewage was now entering inside his house. • He acknowledges the company attended and after carrying out tests it identified that a damaged gully at a neighbouring property was the cause of the sewage entering his house. • The company initially informed him that it would repair or replace the gully but later changed its position and said that the gully was a private asset, and it could not gain access to it. • He acknowledges the company was denied access to the neighbouring property to examine the gully but says this is because the company required the neighbour to undertake a survey to confirm the property was safe for its workers to enter. • He is unhappy that the company took six months to locate the source of the sewage leak, and during this time sewage was leaking into the kitchen area of his house. • He is dissatisfied that the company has not proposed any plans to resolve the problem other than to recommend he approach his local environmental health authority. • He is also dissatisfied that the company refuses to pay compensation other than to offer £250.00 towards his home insurance excess. • Believing the company had not properly addressed his concerns, on 18 January 2021 he 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, and that CCWater wrote to the company on 17 March 2021 requesting details of its position in respect of the customer's complaint. The company provided a detailed response to CCWater on 17 March 2021 and following a second referral by CCWater it submitted a follow-up response dated 23 March 2021. • Consequently, on 25 March 2021, CCWater informed him that it believed the company has declined to change its position and will not agree to repair the gully in the neighbouring property nor to pay compensation.

CCWater confirmed that it could not take any further steps to alter the position of the company and closed the customer's file. • 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 09 April 2021, referred the matter to the WATRS Scheme where he requests that the company be directed to pay an unspecified amount of compensation for repairing the damage caused by the sewage ingress, and for trouble and inconvenience experienced.

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

• It provided its response to the claim on 12 May 2021. • It acknowledges that it first received contact from the customer in July 2020 and attended his property to investigate a sewage escape on two occasions. • It confirms attending the customer's property in December 2020 after he complained of water under his floorboards in the kitchen area of his house. • It confirms its investigations identified a defective gully at a neighbouring property as being the cause of the water entering the customer's house. It advised the customer that the gully was not a company asset but as a goodwill gesture it would look to repair it. • Upon investigation it identified that the gully pot was partially under the neighbouring house and the owners of the property required the company to have a structural survey carried out prior to excavating the gully. The company says it declined to organise such a survey because it had no obligation to repair the gully. It confirms that without the owner's consent it will not undertake any work at the gully. • It denies the customer's claim that it took six months to identify the source of the problem. It states that the callouts to the customer's property were separate incidents, and that the July issue was on one of its assets, but the December problem was on a private asset. It states that the customer complained to it on 04 December 2020, and it attended his property on the next day – 05 December 2020. • It confirms offering the customer a goodwill gesture of £250.00 towards his insurance excess and of having suggested he contact his local environmental health authority. • In summary, the company says it has carried out a thorough investigation and cannot identify any problems with its own assets. It confirms the flooding inside the customer's house is caused by a problem with a private asset located in a neighbouring property and as such the company is not responsible for the damage to the customer's dwelling. Consequently, the company declines to accept the customer's claim for compensation.

**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 has failed to solve an ongoing problem with sewage ingress into his house and declines to pay compensation for the damage caused.
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. I can see that the company responded to calls from the customer and attended his property on three separate occasions in 2020.
4. In July 2020 the company visited the property on two occasions. During the first visit it cleared a pipe blockage and on the second visit it undertook a camera survey but found no issues requiring rectification. The company acknowledges the two visits were to inspect its own assets.
5. The visit to the property on 05 December 2020 was the result of a call from the customer that he had foul water under the floorboards in his kitchen. The company's investigations identified the source of the problem as being a private gully pot located partially beneath a neighbouring structure. The company says that the issues in July are not related to the issue in December, and I see no evidence that the customer disputes this distinction.
6. The parties agree that the owners of the neighbouring property have denied permission for the company to access the gully pot to either repair or replace it. However, I note a disagreement between the parties as to the responsibility for the denial of access.
7. The company contends that the owners of the property require it to have a structural survey undertaken prior to commencing any works, while the customer

maintains that the company has insisted on such a survey. From the evidence submitted I am not able to identify the stakeholder that required such a survey.

8. I note that the customer is unhappy that the company has not identified any plan of action to solve the problem of the water ingress to his property. However, I am satisfied that the company has taken all reasonable steps to assist the customer, but I find that without the co-operation of the neighbouring property owners the company can take no further action.

9. Also, I am aware that the gully pot is not a company asset and it has no obligation to maintain it.

10. I take note that both the company and CCWater have advised the customer to approach his local environmental health authority. The company cannot compel the neighbours to permit access.

11. The customer has requested in his application to WATRS that the company be directed to pay him compensation for the damage to his property and for the stress and inconvenience he has suffered. Based on my above findings, I am not satisfied that the customer has established on a balance of probabilities that the company is responsible for the ingress of water into his house and as such I find his claim does not stand. I shall not direct the company to pay compensation as requested.

12. Overall, I find that the company has responded reasonably to the customer's problem and has taken measures to ensure the functioning of its own assets. I also take note that it offered a goodwill gesture of £250.00 that was declined by the customer.

13. 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.

### 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.

If you do not tell WATRS that you accept or reject the decision, this will be taken to be

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**Peter Sansom**  
**Adjudicator**