

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X390

**Date of Decision:** 03/06/2021

#### Party Details

**Customer:** REDACTED

**Company:** REDACTED

#### Complaint

The customer claims that the company has failed to maintain its pumping station within her garden, which has placed her property and her neighbours at risk of being flooded. Furthermore, once her issues were raised, the company provided poor customer service. The customer is seeking the company to relocate the pumping station and connect her property to its main sewer pipework.

#### Response

The company says that it accepts responsibility for the pumping station situated in the customer's garden. The pumping station's condition and the location were inherited. The company has had difficulties gaining consent to access the pumping station, as the only access is through the customer's property or indirectly via neighbouring properties. Until the access issue is resolved, the company must maintain the pumping station to ensure it is functioning correctly and to prevent nearby properties from flooding. The company is investigating alternative solutions; however, this will be dependent on the cost involved and the feasibility of accessing the pumping station by any alternative means. The company has not made any further offers of settlement.

#### Findings

I find the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the pumping station located within the customer's garden. However, I am satisfied there have been failings concerning customer service, for which the customer has not already been paid adequate compensation, and I direct the company to pay the customer the sum of £20.00 for this aspect of the customer's claim.



The company shall pay the customer the sum of £20.00.

The customer must reply by 01/07/2021 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION SUMMARY

**Adjudication Reference:** WAT-X390

**Date of Decision:** 03/06/2021

## Case Outline

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

• The company has failed to maintain its nearby pumping station, which has placed her property and her neighbours at risk of being flooded. • Furthermore, once the issues were raised by the customer, the company provided poor customer service. • The customer wants the company to relocate the pumping station and connect her property to its main sewer pipework.

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

• It accepts responsibility for the pumping station situated in the customer's garden. • The pumping station's condition and the location were inherited. • The company has had difficulties gaining consent to access the pumping station, as the only access is through the customer's property or indirectly via neighbouring properties. • Until the access issue is resolved, the company has a duty to maintain the pumping station to ensure it is functioning correctly and to prevent nearby properties from flooding. • The company is investigating alternative solutions; however, this will be dependent on the cost involved and the feasibility of accessing the pumping station by any alternative means.

## 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 maintain its nearby pumping station, which has placed the customer's property and her neighbours at risk of being flooded.
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 report of a leak, the company needs to investigate thoroughly if the company's assets are 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 Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand the customer's partner called the company on 21 February 2017 to explain that a private pumping station existed within their garden and whether the pumping station was eligible for adoption by the company.
5. On 22 March 2017, the company adopted the private pumping station in line with the Water Industry (Scheme for Adoption of Private Sewers) Regulations 2011. Following the adoption, the company contacted the other surrounding property owners to identify the best solution for access to the pumping station. I understand that several different possible solutions were considered, including purchasing part of the land with the installation of gates to allow access. However, none of the potential solutions was found to be feasible.
6. On 5 March 2019, the customer contacted the company to raise a complaint regarding the delay occasioned in dealing with the adoption of the private pumping station and the related access issues. The evidence shows that as no alternative solution had yet been found, the only safe access to the pumping station was through the customer's property as the station was surrounded by either brick walls or wooden fences. However, the customer would not allow the company access through her property to maintain the pumping station. I understand that the customer also requested that the pumping station be replaced with a gravity sewer or relocated.
7. On 8 March 2019, the company explained to the customer that those alternative solutions were being investigated, and the information she had provided would be forwarded to the private pumping station coordinator together with details of her

concerns. However, the company could not give a date or time to complete any changes at that time.

8. On 3 September 2020, the customer contacted the company to report that the alarm at the pumping station had been triggered. The evidence shows that the company's contractor attended the property the same evening. However, they were unable to hear the alarm or any noise from the pumping station. For the company to access the pumping station, access was required through the customer's property. However, as there were no lights on inside the property and it was late evening, the contractors decided not to disturb the customer.

9. Following this incident, the company contacted the private pumping station coordinator and asked for an investigation into access to the pumping station as there was no alternative access other than through the customer's property. I understand that further discussions then took place between the company and customer surrounding alternative access. However, the customer maintained her position that she did not want the company to use her property as access.

10. Between 14 and 18 September 2020, the customer contacted the company several times, asking for updates relating to the investigation into alternative access to the pumping station. During a call on 14 September 2020, the customer alerted the company that lights and an alarm had been triggered in the pumping station.

11. On 20 September 2020, the customer contacted the company to advise that her neighbour had reported foul water in their garden, and the contractors who attended had to use ladders to climb over the fence to access the pumping station. The evidence shows that the company had attended the customer's property to inspect the pumping station, and one of her neighbours had allowed access to their garden in order to gain access to the pumping station in the customer's garden by utilising ladders to climb over the wall separating the two gardens. I understand that rubber matting was used to protect the paving stones around the manhole from any damage.

12. On 19 October 2020, the company apologised for the inconvenience of non-receipt of updates and went on to explain that numerous difficulties had been encountered when attempting to gain permission to access the pumping station via neighbouring gardens. The evidence shows that the delay in part was because of the need to visit the properties in person as the company do not have contact numbers for her neighbours. It was further explained that some of the neighbours had agreed to access, however some had refused, and the company was unable to move forward without permission from all neighbours. Furthermore, replacing the pumping station with a gravity sewer had been proposed as a solution. However,

this was not a straightforward matter and the proposal needed to be evaluated for viability and cost. It was further explained that the relevant teams were actively investigating this proposal.

13. On 16 November 2020, the company advised the customer that it was still investigating the proposal for the gravity sewer and alternative options, and a further update would be sent by 3 January 2021.

14. Between 4 and 15 January 2020, further discussions took place between the parties, with the company explaining that it was still working through options for access and the funding of a gravity sewer. However, feasibility studies and risk analysis must be considered for this type of investment, and regrettably, in the meantime, the company would not carry out maintenance at the site without having the necessary permissions to enter private property.

15. The customer remained unhappy with the company's response, and on 15 January 2021 progressed her complaint to CCWater, without success.

16. Regarding the customer's claim that the company has failed to maintain its nearby pumping station, which has placed the customer's property and her neighbours at risk of being flooded, the evidence shows that the pumping station is in the customer's rear garden and the only access is through the customer's property. This is clear from the various photographs provided by the customer.

17. On careful review of all the evidence provided, I note that the company has made numerous attempts to gain access to complete maintenance to the pumping station. However, the customer and her neighbours have all refused to allow access through their properties. I find that the company cannot be held responsible for not maintaining the pumping station where the customer has denied the company the only access to the pumping station.

18. The company has a legal obligation to maintain the pumping station situated in the customer's garden, and if the customer is not prepared to allow the company access via her property, then the company may be left with no option other than to exercise its statutory power of entry under the Water Industry Act 1991 for the purpose of maintaining its apparatus.

19. I find that until a long term solution can be found, I agree with the company's position that the simplest solution would be for the company to be permitted to access the pumping station so that it can clean the wet well and undertake any necessary repairs.

20. Within its response documents, the company says it will ascertain whether there is sufficient capital within the programme of works to facilitate the gravity

solution considering other projects that must be funded, which may take precedence.

21. The evidence shows that the cost of a gravity solution could be in the region of £80,000 to £100,000. The company says that all other possibilities would need to be explored before the gravity solution would be proposed because of the high cost. After careful consideration of all the evidence put forward by both parties I find the company's position to be reasonable in this respect.

22. Considering the above, I find the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the pumping station located within the customer's garden.

23. The customer has made comments on the Preliminary Decision concerning the short term and long term plans regarding the pumping station. However, I find these do not change my findings that company did not fail to provide its services to the customer to the standard to be reasonably expected regarding the pumping station located within the customer's garden.

24. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that the company accepts it provided poor service in this respect. This poor service regarding providing updates is explained within the company's response. After careful consideration of all the evidence put forward by both parties, I cannot find any evidence that goodwill or Guaranteed Standards Scheme payments have been made for the failings regarding the delay in updating the customer. I find that these failings fall within tier one, and in my view, an appropriate sum would be £20.00, and therefore I direct the company to pay the customer the sum of £20.00 for its failings in customer service.

25. 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 the pumping station located within the customer's garden. However, I am satisfied there have been failings concerning customer service, for which the customer has not already been paid adequate compensation, and I direct the company to pay the customer the sum of £20.00 for this aspect of the customer's claim.

### Outcome

1. The company shall pay the customer £20.00.

### 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.

- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date in which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

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**Mark Ledger**  
**Adjudicator**