

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X433

Date of Decision: 05/07/2021

Party Details

Customer:

Company:

Complaint

The customer stated that following several blockages reported, the company cleared the blockages and damaged the interceptor. The customer requested the company to continue their investigations, including carrying out CCTV surveys to establish the condition of the interceptor and to make the necessary repairs.

Response

The company stated that the interceptor is a private asset within the boundary of the customer's property, and therefore the responsibility of the property owner. The company stated that it cleared the blockages as a gesture of goodwill. The company said that any damage in the interceptor was not caused by them as it ought to be related to its old age and the resultant general wear and tear.

Findings

The customer reported blockages on three separate occasions. On each occasion the company found that the blockage in the interceptor trap, which is within the property boundary. There have been no reports of blockages in the vicinity. The customer provided an invoice from a private contractor which noted that the interceptor was damaged and need to be replaced. I find that there is no sufficient evidence to demonstrate that the damage was caused by the company or by problems caused by the public sewer. Therefore, I find that the company is not required to continue their investigation and to repair the interceptor.

Outcome

The company does not need to take any further action.

The customer must reply by 02/08/2021 to accept or reject this decision.

ADJUDICATOR'S FINAL DECISION SUMMARY

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Date of Decision: 05/07/2021

Case Outline

The customer's complaint is that:

The customer's complaint is that: • He has reported blockages in his property on three separate occasions. • The company repaired the blockages but damaged the interceptor. • He requested the company to continue their investigations, including carrying out CCTV surveys to establish the condition of the interceptor and to make the necessary repairs.

The company's response is that:

The company's response is that: • It attended three calls from the customer in relation to blockages. • In every occasion the blockage was found in the aged interceptor. Although the company removed the blockages, it did so as a gesture of goodwill, informing the customer that the interceptor is within the curtilage of his property, and therefore its upkeep falls within his responsibility. • The company believes that any damage in the interceptor was not caused by them as it is related to its old age and the general wear and tear.

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 customer had three consecutive blockages in the interceptor trap, which is a “U-bend” shape pipe located in the back of his property, on 3 April 2020, on 9 January 2021, and on 19 February 2021. The customer reported the blockages to REDACTED, which sent its sub-contractor REDACTED, and cleared them. On each occasion REDACTED informed the customer that as the interceptor was in his property, it was a private asset that fell within his responsibility to maintain. However, the company cleared the blockage every time it attended the property as a gesture of goodwill. The reason for this goodwill gesture was to provide the customer, who is a vulnerable person, with drainage and toilet facilities.

2. I note that the Private Sewer Transfer Regulations 2011 provides that the sewer and drain located within the curtilage of a property belong to the property owner, so they have not been transferred to the water company. The customer states although the drain is within the boundary of his property, it is shared by the two flats in his building. Accordingly, the customer regarded the drainage as being a ‘section 24 sewer’, which is a drain which serves more one property and was in existence before 1st January 1937. In view of this, the customer says it should be considered a shared drain whose ownership should have been transferred to the company. The company states that the customer’s lives in an Edwardian house which was registered at the HM Land Registry under one freehold title even though the property was later converted into two leasehold flats. In view of that, I find that the drainage serves one property, and it must be deemed to be private. Consequently, I find that the interceptor trap is part of the private drain system, which falls within the responsibility of the owner of the property to maintain it.

3. The customer states that REDACTED must have damaged the interceptor trap when clearing it as it had been previously working for decades without any problems. The customer has provided an invoice dated on 23 March 2021 from a private provider that states that the interceptor is cracked, it leaks, and it needs to be replaced. The customer requests the company to continue their investigations, including carrying out CCTV surveys to establish the condition of the interceptor and make necessary repairs.

4. The company denies that REDACTED has damaged the interceptor. It states that to clear a blockage REDACTED normally uses a drainage rod which is put through the top hole (the rodding eye). These rods are made of rubber to avoid damaging the pipes, and when inserted they create a vacuum which remove any blockages from the interceptor trap. The company explained that sometimes it uses a plunger to push the blockage through, but it has not clarified whether this method was employed in the customer’s property. However, I note that the customer believed that the damage to the interceptor may have occurred when REDACTED’s employees used the rods to clear the interceptor bend.

By contrast, the company states that the damage was caused by the interceptor's old age.

5. In view of the evidence provided by the parties, I find that there is no evidence to support that REDACTED damaged the interceptor. This finding is based on the following three points: (i) the company had not been near the interceptor before the first time the customer reported the blockage, (ii) the materials used by the company to unblock the interceptor are very unlikely to have caused the damage to the interceptor, and (iii) the interceptor is made of clay and it is very old, before 1937, so its damage can occur as a result of general wear and tear.

6. The customer has requested the company for evidence to proof that the blockage in his property was not caused by changes in the public sewer. I am mindful that at the request of the customer the company reported that all the wastewater incidents in the vicinity were only from the customer's property and that the pipework that is not functioning correctly has never been shared with other dwellings outside the customer's property. Thus, the company has not received any other complaints or callouts from other residents in the vicinity, which would be expected if the blockage was caused by the public sewer.

7. To sum up, I note that the company would be required to repair the interceptor trap if it is part of the public sewer or if it has damaged it. I find that the interceptor is within the customer's property, which has been registered as a single freehold. I also find that there is no sufficient evidence to sustain that the company damaged the interceptor. Therefore, as this is a private issue, it is reasonable for the company not to continue with its investigations and repair the interceptor.

8. In view of the above, I find that the company has reached the standard to be reasonably expected by the average person and it is not required to continue the investigations and repair the customer's interceptor.

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

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Pablo Cortes
Adjudicator