

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X466

Date of Decision: 02/08/2021

Party Details

Customer:

Company:

Complaint

The customer stated that after the company carried out sub-standard work in his property in 2017, the customer experienced another blockage in 2019. The company refused to repair the new blockage because it said that the sewer was private. The customer also stated that the company provided poor customer services. He requested the company to refund him for the cost of repairing the pipework in his property.

Response

The company stated that the work undertaken in 2017 was a gesture of goodwill as it was unaware at that time that the sewer was in the customer's property. Although the company admitted that the work done in 2017 was not of high quality, it did not impact on the blockage experienced by the customer since 2019. The company admitted shortcomings in its customer services, and it has offered £250.00 to the customer as an apology and as a gesture of goodwill.

Findings

The blockage occurred in a private sewer. The company carried out repairs in 2017 as a gesture of goodwill and it has demonstrated that although the work done in 2017 was not of a high standard, it did not contribute to the blockage discovered in 2019. I note that the customer is still benefiting from the repair made in 2017 and that the company has offered him £250.00 for its customer services shortcomings. In view of that I find that the company is not required to compensate the customer for the expenses incurred in repairing the pipework in his property.

Outcome

The company does not need to take any further action.

The customer must reply by 31/08/2021 to accept or reject this decision.

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Date of Decision: 02/08/2021

Case Outline

The customer's complaint is that:

• The company carried out a sub-standard repair in his sewer in 2017. • A new blockage appeared in 2019 but the company refused to repair it stating that the blockage was in a private sewer. • He requested the company to refund him for the cost of repairing the sewer.

The company's response is that:

• It repaired the customer's private sewer in 2017 as a gesture of goodwill because it was not aware that the sewer belonged to the customer. • While it admitted that the repair made in 2017 was not of a high standard, it stated that the first repair did not contribute to the blockage in 2019. • The company has admitted shortcomings in its customer services and it offered the customer £250.00 as a goodwill gesture, but it refused to contribute to the cost of repairing his private sewer

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 reported flooding in his property in 2017. The company attended

his property and found that the cause of the flood was a blockage. The company found a dip in the sewer, and it lined it to avoid future blockages. The customer reported a new flooding on 24 October 2019 in a similar location to where the first blockage occurred. The company stated that it visited the customer's property on numerous occasions from October 2019 to January 2020.

2. The customer believes that the lining work carried out by the company in 2017 was the cause of the new flooding. The company was initially unable to confirm or deny whether the lining had caused the new blockage. However, the company concluded its last investigation on 17 July 2020 and confirmed that the new blockage was not caused as a result of the previous lining done by the company. Instead, the company found that the blockages and flooding in 2019 were caused by blockages on the customer's private pipework, which is not the company's responsibility to update and repair.

3. The company confirmed that the liner put down in 2017 is not defective and it did not contribute to the subsequent blockages. The company stated that the liner put in 2017 was 3.3 meters deep, while the most recent blockage, which investigation concluded onsite on 17 July 2020, found that the blockage was 6.18 meters deep. The company has attached photographic evidence with the measurements of both blockages.

4. I note that the company has admitted that in spite of carrying out lining work in 2017 that was not of the best quality, its engineers confirmed that it does not pose a risk to the rest of the sewer. On the contrary, the company said that the lining benefits the integrity of the pipework and helps to prevent blockages forming in the dip of the pipework. The company states that the blockage in 2019 occurred as a result of unsuitable materials being put down the drain, forming blockages which went on to cause flooding.

5. Evidence has not provided to show that the blockage occurred in a public sewer that the company is required to repair. Moreover, I have not seen any evidence to prove that the work carried out by the company in 2017 contributed to the new blockage that the customer had to repair by paying a private contractor.

6. The company has acknowledged mistakes in its customer services, which led it to provide incorrect information to the customer and to take too long in investigating the complaint. I note that the company has offered the customer £250.00 as a gesture of goodwill for its service failings, and it said that it will still honour this payment if accepted by the customer. I am mindful that the customer has not stated an amount of compensation claimed or provided any evidence of losses or costs incurred to repair any private pipework.

7. 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 refund the customer for the cost of repairing his pipework.

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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Pablo Cortes
Adjudicator