

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X666

Date of Final Decision: 15 December 2021

Party Details

Customer:

Company:

Complaint

The customer claims that the company has failed to maintain and repair the pipework surrounding her property within a reasonable period, which has led to a deterioration of her son's health and impacted her own health. Once the customer raised this issue with the company, it provided poor customer service and then refused liability. The customer is seeking the company to pay compensation of £1,000.00 to reflect the harm caused to her son's health and her own.

Response

The company says its pipework was not the root cause of the flooding within the customer's property. The company carried out repairs as a goodwill gesture, and the work was carried out within an acceptable timescale. Furthermore, any additional compensation for customer service failures is not appropriate as adequate compensation has already been made regarding any service failures. The company has not made any offers of settlement.

Findings

I am satisfied the evidence points to the fact the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning identifying and repairing any leaks which may have caused water ingress to the customer's property. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

Outcome

The company needs to take no further action.

The customer must reply by 4 January 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company has failed to maintain and repair the pipework surrounding her property within a reasonable period, which has led to a deterioration of her son's health and impacted her own health.
- Once the customer raised this issue with the company, it provided poor customer service and then refused liability.
- The customer is seeking the company to pay compensation of £1,000.00 to reflect the harm caused to her son's health and her own.

The company's response is that:

- Its pipework was not the root cause of the flooding within the customer's property.
- The company carried out repairs as a goodwill gesture, and the work was carried out within an acceptable timescale.
- Furthermore, any additional compensation for customer service failures is not appropriate as adequate compensation has already been made regarding any service failures.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or another disadvantage as a result of a failure by the company.

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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 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 provide its services to the customer to the standard to be reasonably expected by the average person concerning investigating and repairing the leaks within the customer's property.
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 leak report, the company needs to thoroughly investigate if the company's pipework is 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 that on 10 June 2021, the customer contacted the company to report internal flooding. The evidence shows that on 11 June 2021, the company attended the customer's property and, following a CCTV survey, found a partial blockage restricting flow, which was jetted clear.
5. I understand that the company dye tested all its pipework, and no positive dye result was seen within the customer's cellar. However, when dye testing the kitchen sink, the company found a positive dye result in the basement. The company cleaned up and disinfected the basement as a goodwill gesture and advised the customer that the issue was with her private pipework and was ultimately her responsibility.
6. On 26 June 2021, the customer contacted the company to report that the internal flooding was not resolved despite her understanding that the issue with the kitchen sink was resolved. The evidence shows that the company attended the same day and found internal flooding in the cellar.

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7. Further dye tests were carried out, and positive results came from the customer's soil vent pipe. The company carried out a camera survey and found displaced joints. The company, as a gesture of goodwill, raised work to excavate the soil vent pipe and make repairs. I note that a displacement was found on the company's pipework, but no positive dye result was found in that section.
8. On 28 June 2021, the flooding was cleared, and flood sacks were left where the water was entering the cellar to stop further water entering. On 29 June 2021, the company's contractors attended the property to complete the pipework lining work. When the excavation was complete, a camera survey was conducted, and I understand that it was established that the lining would not resolve the issue and that the section of the customer's pipe would need replacing.
9. A second excavation was completed on 2 July 2021, and the company carried out dye tests whilst the excavation was open, and no positive results were found in the customer's cellar. Following this, I understand that the company raised for their third-party contractor to attend to the customer's property and carry out a complete clean-up of the cellar and remove any items damaged by the flooding.
10. Concerning whether the company investigated the cause of the flooding of the customer's property thoroughly, as stated within the company's defence documents, investigations took place each time the customer reported an issue resulting in the company identifying that no leak existed on the company's pipework which would lead to flooding within the customer's cellar, and the source of the leak was the customer's private pipework.
11. As shown by the company's response documentation, the customer is responsible for maintenance and keeping her private pipework in good condition. Whilst I sympathise with the customer's position regarding the additional charges and damage incurred due to the leak on her pipework, I find that I agree with the company's position set out in its response that the customer is liable for any damage to the property incurred due to a leak from the customer's private pipework.
12. On careful review of all the evidence, I find that I am satisfied with the company's position that it has undertaken investigations into the cause of the leaks and, where appropriate, has taken action such as repairs to its pipework and the customer's private pipework, to reduce the risk of further

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leaks. Furthermore, the company has refunded sewage charges and paid monies towards the customer's insurance costs.

13. Whilst I appreciate the customer's position and the time taken to establish the root cause of the leaks, as shown by the company response documents, it was found that the leaks were not due to the company's pipework and were repaired within a reasonable timeframe. This position is supported by the fact that no positive dye result was found near the displaced section of the company's pipework.
14. After careful analysis of the correspondence and evidence, I cannot find any indication that the company failed concerning its investigations into the leak in the customer's pipework or did not undertake its repairs within a reasonable timeframe. Considering the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the leak on the customer's private pipework or the period the company took to repair the customer's pipework.
15. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained why the leaks within the customer's property did not originate from the company's pipework. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Where there were failings to the service provided, I find that the customer has been adequately compensated, and no further sums are due.
16. The customer has made comments on the preliminary decision regarding the effects of the delay on her son's health and the company's customer service. As above, it was found that the leaks were not due to the company's pipework and were also repaired within a reasonable timeframe. Whilst I sympathise with the customer's position, I find that the customer is liable for any damage incurred due to a leak from her own private pipework. Having carefully considered each aspect of the customer's comments I find that they do not change my findings, which remain unaltered from the preliminary decision.
17. Considering the above, I am satisfied the evidence shows that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning investigating and repairing the leaks within the customer's property. Furthermore, I am satisfied there have

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been no failings concerning customer service, for which the customer has not already been adequately compensated.

Outcome

The company needs to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 January 2022 to accept or reject this 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



Mark Ledger FCI Arb
Adjudicator

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