

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X791

Date of Final Decision: 4 March 2022

Party Details

Customer: REDACTED

Company: REDACTED

Complaint

The customer claims that the company has failed to maintain its pipework, which has led to the flooding of raw sewage within the boundaries of his property. This flooding of raw sewage has damaged his property and caused inconvenience and distress. Furthermore, once this issue was raised, the company provided poor customer service. The customer is seeking the company to apologise and pay compensation of £10,000.00.

Response

The company says that in the absence of negligence under section 94 of the Water Industry Act 1991, the company is not liable for the escape of the contents of public sewers. The company says it has not at any time been negligent, as it has conducted various investigations into the reasons behind the flooding and found that the customer has experienced flooding due to sewer abuse. The customer has been provided with compensation of £210.40 for various failures in customer service and to cover the flooding incidents, which is in line with the company's Customer Guarantee Scheme (CGS). The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows that the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding maintaining its assets surrounding and within the boundaries of the customer's property. Concerning customer service, the evidence shows no other failings for which the customer has not been already adequately compensated.

Outcome

The company needs to take no further action.

The customer has until 1 April 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 its pipework, which has led to the flooding of raw sewage within the boundaries of his property.
- This flooding of raw sewage has damaged his property and caused inconvenience and distress.
- Furthermore, once this issue was raised, the company then provided poor customer service.
- The customer is seeking the company to apologise and pay compensation of £10,000.00 to restore his property to its previous state of repair.

The company's response is that:

- In the absence of negligence under section 94 of the Water Industry Act 1991, the company is not liable for the escape of the contents of public sewers.
- The company says it has not at any time been negligent, as it has conducted various investigations into the reasons behind the flooding and found that the customer has experienced flooding due to sewer abuse.
- The customer has been provided compensation of £210.40 for various failures in customer service and to cover the flooding incidents, which is in line with the company's Customer Guarantee Scheme (CGS).
- The company has not made any further offers of settlement.

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 maintain its pipework surrounding and within the boundaries of 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.
3. 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
4. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and the company's own Customer Guarantee Scheme.
5. From the evidence put forward by the customer and the company, I understand the customer first experienced flooding in May 2018 when the customer reported a drainage issue at his home which was causing flooding. The company attended the following day and found the company pipework to be clear and free-flowing without defect. The company investigated the customer's privately owned gulley in the garden and found after a dye test there was a defect with the customer's private pipework under his kitchen.
6. On 15 June 2021, the company received a report from a female third party who advised the customer's property had flooded internally from the company's sewer pipework. The company attended the property the same day and found that the sewer was partially blocked by fat and other sewer abuse. The company cleaned the sewer and removed a build-up of scale to ensure the sewer was clear and free-flowing without defect. I understand that the company also pumped

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out the flooding underneath the customer's kitchen. However, the evidence shows that the company was prevented from completely clearing the flooding due to access issues.

7. The customer next contacted the company on 22 June 2021 concerning the flooding under his kitchen and, in his view, the poor attempt to clean up and pump out the flooding. Between 22 June 2021 and 2 July 2021, various correspondence took place between the parties, and the evidence shows that, within this period, the company made a CGS payment to the customer of £190.40 for the flooding incident. Furthermore, the company offered to reattend the property if the customer could provide better access so that it could attempt to pump out the remaining wastewater in the foundations of his home if this did not soak away. During this period, the customer remained dissatisfied and progressed the matter to CCWater on 30 September 2021, without result.
8. Regarding whether the company has failed to maintain its pipework surrounding the boundaries of the customer's property. As stated within the company's defence documents under section 94 of the Water Industry Act 1991, in the absence of negligence, the company is not liable for the escape of the contents of public sewers. After careful analysis of the correspondence and evidence, I cannot find any indication the company has been negligent regarding the sewer. As shown by the evidence, the company investigated the cause of the flooding and repaired the defect on the same day it was identified. Furthermore, the company also pumped out the flooding underneath the customer's kitchen as best it could, considering access to the property. However, the company was prevented from completely clearing the flooding due to access issues. I understand that the company's offer to reattend the property once the access issue is resolved is still open to the customer if the flooding has not dried itself out.
9. The evidence shows that the company made a CGS payment to the customer totalling £190.40 for the flooding incident. The blockage was found to be caused by third party sewer abuse and it should be noted that no legislation states the company are to police the use of the sewer network, so even if I were minded to, I would be unable to direct the company to identify and pursue the individuals who have caused sewer abuse.
10. Whilst I appreciate the customer's position, I believe the company did investigate the flooding as best it could and acted appropriately according to the results of its investigations. Therefore, I find I agree with the company's position that there is nothing further it can do for the customer in respect of his complaint on sewer flooding except to continue to react and clear any future blockages. In light of the above, I find there are no grounds to conclude the company has failed

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to provide its services to the customer to the standard to be reasonably expected by the average person concerning investigating the source of the flooding and clearing any blockages at the customer's property.

11. The company has certain obligations in respect of its customer services. The evidence shows, where appropriate, the company made CGS payments as required by the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The company says the customer has also received a payment of £20.00 under the CGS for a delay in replying to his correspondence. I am therefore satisfied there have been no failings regarding customer service, for which the customer has not been already adequately compensated.
12. Considering 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 maintaining its assets surrounding and within the boundaries of the customer's property. Regarding customer service, I find no other failings for which the customer has not been already adequately compensated. Consequently, the customer's claim does not succeed.

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 1 April 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.

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**Mark Ledger FCI Arb
Adjudicator**

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