

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X836

Date of Final Decision: 4 April 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company took an excessive amount of time to investigate and repair its pipework outside the customer's property which was causing internal flooding. The flooding and the company's investigations caused undue disruption, inconvenience, and distress. Furthermore, once this issue was raised, the company provided poor customer service throughout its dialogue. The customer is seeking the company to pay compensation of £3,000.00 for inconvenience and distress incurred throughout the repair and investigation period.

Response

The company says that once the initial leak in the company pipework had been repaired on 5 January 2021, any further delay was partly due to the company being unable to find any other defects with its pipework. Once any further defects had been identified, the company did all it could as quickly as it could to repair the issues. However, its later investigations found that the flooding in the customer's cellar was, in fact, groundwater and not clean water from the company's pipework. Despite groundwater being the customer's responsibility, the company provided pumps to clear the flooding and a clean-up service. The company acknowledges there were various failings in customer service, and the customer has been paid £850.00 compensation for such. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows the company did not fail to provide the customer's services to the standard reasonably expected regarding the length of time for the repairs, its pipework and its investigation into the customer's flooding. Furthermore, I am satisfied the repair and investigation works were done by the company as quickly as it could, considering the circumstances. Regarding customer service, I am satisfied the £850.00 paid to the customer is adequate to cover the various failings of customer service.

Outcome

The company does not need to take any further action.

The customer has until 25 April 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company took an excessive amount of time to investigate and repair its pipework outside the customer's property which was causing internal flooding.
- The flooding and the company's investigations caused excessive disruption, inconvenience, and distress.
- Furthermore, once this issue was raised, the company then provided poor customer service throughout its dialogue.
- The customer is seeking the company to pay compensation of £3,000.00 for inconvenience and distress incurred throughout the repair and investigation period.

The company's response is that:

- Once the initial leak in the company pipework had been repaired on 5 January 2021, any further delay was partly due to the company being unable to find any further defects with its pipework.
- Once further defects had been identified, the company did all it could as quickly as it could to repair the issues.
- However, its later investigations found that the flooding in the customer's cellar was, in fact, groundwater and not clean water from the company's pipework.
- Despite groundwater being the customer's responsibility, the company provided pumps to clear the flooding and a clean-up service.
- The company acknowledges there were various failings in customer service, and the customer has been paid £850.00 compensation for such.
- 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:

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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.

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 the source of the water ingress 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 3 January 2021, the customer contacted the company to report water ingress within her cellar. The evidence shows that the company attended the area on 5 January 2021 and found a clean water leak outside the customer's property on the main road, which was promptly repaired the same day. The company also organised its clean-up contractor to attend to the property, assess any damage and pump out the water within the cellar.
5. The following day the customer contacted the company to advise that, although the water had been pumped out of the cellar, there was still water present in the cellar. I understand that during

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this call, the company advised the customer that the leaking pipework had been repaired, and it was agreed that the customer would check if water was continuing to enter the cellar and, if so, then contact the company.

6. The evidence shows that following this call, the company reattended the area to ensure the repair was good and check for any other problems on its pipework that may have contributed to water entering the property. I understand that the company sprayed an area of the highway outside a neighbouring property which it believed could have been a secondary leak due to the noise it had heard during its investigations. However, no leak was later found. The company then shut off sections of the water main to pinpoint where the sound of running water was located and found this to be near a fire hydrant.
7. On 12 January 2021, the company attended to repair the fire hydrant. However, they could not do so as the site required a road closure. This repair was then scheduled for 21 January 2021 so that the company could arrange for the road to be closed.
8. On 16 January 2021, the customer contacted the company on two occasions. During the first call, the customer advised the water entering the cellar seemed to be worse than before, and the company advised that it had arranged for the hydrant to be excavated on 21 January 2021 once a road closure was in place. Within the second call, the customer advised she had not yet received a call back from the company's escalations team, and the company advised that it would chase this up and she would receive a call shortly.
9. The company's escalations team then spoke to the customer and arranged for its clean-up contractor to attend the property on 17 January 2021 to assess any further damage and pump out the water within the cellar. The evidence shows that whilst waiting for the road closure and the excavation on the fire hydrant, the company attended the customer's property on 20 January 2021 and collected samples of the water in the cellar and the customer's cold tap so it could identify if the water entering the cellar was coming from the water main or if this was groundwater. I understand that these samples were sent to the company's water quality laboratories to be analysed.
10. On 21 January 2021, the company's contractors visited the area and dug an excavation around the first hydrant, where the sounds of the leaking water had been heard. However, no leak was found.

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11. On 22 January 2021, the company received the analysis of the water from the cellar, which indicated that the water was, in fact, groundwater, not clean water from the company's pipework. However, the company continued its investigations and reattended the area multiple times between 27 January 2021 and 3 February 2021. I understand that a small leak was found on a stop tap of a neighbouring property, six houses away from the customer's property, and once repaired, no further leaks were found.
12. On 12 February 2021, the company attended the customer's property to collect further water samples in the cellar. After further analysis, it was found that these samples were also groundwater and not from the company's pipework. I understand that the company's clean-up contractor continued to pump water until late March 2021, and they installed a pump to ensure water would not enter the cellar in the future and began to dry out the cellar. Once the room was dry, the contractor completed the clean-up by installing new floors, plastering walls and the ceiling, and installing radiators that had to be removed whilst the room was dried.
13. On 25 February 2021, the customer contacted the company to complain that the flooding and the company's investigations had caused excessive disruption, inconvenience, and distress. Various discussions then took place between the parties resulting in the company offering a goodwill gesture of £800.00, which was rejected by the customer.
14. The customer remained unhappy with the company's response and escalated the dispute to CCWater to resolve. I understand that the company increased its goodwill gesture to £850.00, which the customer accepted. However, the customer believed that the £850.00 received was insufficient to cover the excessive disruption, inconvenience, and distress. On 9 February 2021, the customer commenced the WATRS adjudication process.
15. Concerning whether the company investigated the cause of the flooding of the customer's property thoroughly and promptly. As stated in the company's response, investigations took place each time the customer reported an issue. The company identified that no leak existed on the company's pipework beyond the 5 January 2021 leak, which would have caused treated water flooding. The evidence shows that the water within the customer's cellar was not treated or wastewater, and the most likely source of the flooding was groundwater. Groundwater issues are the responsibility of the Environment Agency or Local Authority, not the company.

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16. 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 flooding and, where appropriate, has taken action such as chemical analysis of the water and site excavations, when necessary, to reduce the risk of flooding.
17. Whilst I appreciate the customer's position and the time taken to establish the root cause of the flooding, as shown by the company response documents, it was found that the root cause of the flooding was not due to the company's pipework. This position is supported by the fact that water ingress still appeared in the customer's cellar even after the company had repaired all its nearby pipework issues.
18. Considering the above and after careful analysis of the correspondence and evidence, I cannot find any indication the company has been negligent concerning its pipework surrounding the customer's property. Investigations were undertaken by the company that showed its pipework had no significant defects. As demonstrated by the evidence, the company investigated the cause of the flooding on each occasion, and it took appropriate action if further testing or repairs were required. Furthermore, the company provided a clean-up service, despite the groundwater being found to be the customer's responsibility.
19. 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 water within the customer's cellar after 5 January 2021 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.
20. 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 the time to identify any defects within its pipework surrounding 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.

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Outcome

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 by 25 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



Mark Ledger FCI Arb
Adjudicator

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