

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X871

Date of Final Decision: 21 April 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer claims that their property has experienced continual flooding due to the company failing to thoroughly investigate a third-party Non-Return Valve which was the likely cause of the flooding and repair its pipework. 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 remedy the ongoing flooding and pay compensation of £10,000.00 for the damage incurred due the floods.

Response

The company says that the main source of the customer's property flooding is due to tree roots entering its pipework. The company has completed mitigation work to its sewerage pipework and will also replace the third-party Non-Return Valve at the customer's property. The company has also agreed to carry out additional work, such as the installation of butts around the property to reduce the risk of further flooding. The company has made GSS or the equivalent goodwill payments totalling £3,573.93 for the flooding incidents between 24 September 2019 and 8 August 2021, and therefore no further sums are due in this regard. Furthermore, any additional compensation for customer service failures is not appropriate as the company has already paid £795.00 for any service failures. The company has not made any offers of settlement.

Findings

I am satisfied that the evidence shows that the customer has not proven that the company failed to provide its services to the standard to be reasonably expected by the average person concerning whether the company fully investigated the source of the flooding, the Non-Return Valve and cleared any blockages of the sewer. Regarding customer service, I am satisfied the £795.00 paid to the customer is adequate to cover the various failings of customer service.

Outcome

The company needs to take no further action.

The customer must reply by 19 May 2022 to accept or reject this decision.

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ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X871

Date of Final Decision: 21 April 2022

Case Outline

The customer's complaint is that:

- Their property has experienced continual flooding due to the company failing to thoroughly investigate the cause of the flooding and repair its pipework despite being aware of the issues, such as a third-party Non-Return Valve.
- 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 remedy the ongoing flooding and pay compensation of £10,000.00 for the damage incurred due the floods.

The company's response is that:

- The primary source of customer flooding is tree roots entering the company's pipework.
- The company has completed mitigation work to its sewerage pipework and will also replace the third-party non-return valve at the customer's property.
- The company has also agreed to carry out additional work, such as offering to pay for the installation of butts around the property to reduce the risk of further flooding.
- The company has made GSS or the equivalent goodwill payments totalling £3,573.93 for the flooding incidents between 24 September 2019 and 8 August 2021, and therefore no further sums are due in this regard.
- Furthermore, any additional compensation for customer service failures is not appropriate as the company has already paid £795.00 for any service failures.

How is a WATRS decision reached?

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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.

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 the flooding the customer has experiencing at his 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. 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 before the customer became the occupier of the property, the property had previously flooded due to roots in a downstream section of the sewer. The evidence shows that the blockage was cleared. However, in a follow-up visit in 2012, the company found a Non-Return Valve fitted into its pipework near the end of the property's drive. The company advised the previous occupier of the property to have this removed.
5. The evidence shows that the customer moved into the property at some point in 2016, and there were no reports of internal flooding until 24 September 2019. The company investigated the flooding and found roots and silt near to the customer's property. The company believed these

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factors, combined with heavy rain, had caused the internal flood. I understand that the company undertook mitigation work to remove the roots and silt. The evidence shows that the company also removed a Windsor trap from the opposite side of the manhole to where the Non-Return Valve is located after being found blocked with silt.

6. Between 26 September 2019 and 20 February 2022, the customer experienced flooding on multiple occasions following heavy rain. I understand that the company has paid GSS or GSS equivalent payments for these flooding incidents totalling £3,573.93. The evidence shows that on each occasion the company attended the property, the company cleared the blockage if a blockage or root ingress had been found. However, on some occasions, it seems that flooding had occurred when there have not been blockages or root ingress. The company believed that the third-party Non-Return Valve could be adding to the issue as it is smaller than the sewer and, as such, will close earlier in heavy rain, backing up the rainwater and filling the manhole.
7. In its response, the company says that the Non-Return Valve is not a company asset, nor has it been maintained by the company; therefore, it cannot confirm whether it is operating as it should. However, the company says the Non-Return Valve appears to be doing exactly what it is designed to do, in that it is closing when there is water in the manhole to prevent water from backing up into the sewer at the side of the customer's property. However, this has a knock-on effect on the sewer as it cannot discharge until the manhole clears again. I understand that the company has offered to remove the NRV. However, the customer has declined the offer as they are of the view that it adds another layer of protection.
8. The evidence shows that the customer was unhappy with the company's position. They believed that the company had not maintained the Non-Return Valve despite being fully aware of it since 2012, which had directly led to the flooding of their property. The company believed that as the sewer was blocked with tree roots, the sewage flooding would have happened whether the Non-Return Valve was open or not. Whilst the Non-Return Valve was thought to have been removed by the previous occupant when it was found that it had not been removed in 2019, it appeared to be doing exactly what it is designed to do, in that it is closing when there is water in the manhole to prevent water backing up into the sewer at the side of the customer's property. With no record of flooding between 2012 and 2019, there was no indication that anything was amiss with the sewer.

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9. The dispute could not be resolved, and the customer progressed the dispute to CCWater on 23 August 2021 to resolve. However, the evidence shows that CCWater was unable to resolve the dispute, with the final position being that the company denies liability for the flooding, confirming that it made GSS or goodwill payments totalling £3,573.93 for internal floods to date, paid £795.00 for customer service issues and offering to proceed with the installation of a new Non-Return Valve, monitoring device and butts. However, the customer remained unhappy with the company's final position and commenced the WATRS adjudication process.
10. As to whether the company has failed to maintain the Non-Return Valve and the sewer from which the flooding emanated, 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.
11. I note the customer's comments that the company has admitted negligence concerning the Non-Return Valve and the sewer from which the flooding emanated. However, after careful analysis of the correspondence and evidence, I cannot find any indication the company has been negligent concerning the Non-Return Valve or the sewer. The Non-Return Valve was found to be in position in 2012, and the evidence shows that the company requested the previous occupant to remove the Non-Return Valve it had placed on the company's pipework. With no further flooding until 2019, I agree with the company's position that it is impossible to say whether this contributed to the flooding. When it was discovered in 2019 that the Non-Return Valve was still in position, it was found that the company could not initially determine whether the Non-Return Valve was contributing to the flooding, as whilst smaller than the sewer, it appeared to work correctly. As shown by the evidence, the company investigated the cause of the flooding and took appropriate action concerning the Non-Return Valve and cleaning the sewer.
12. The blockage causing the flooding was caused by tree root ingress. 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. By cleaning the sewer and offering to install a new Non-Return Valve, monitoring device and water butts, I am satisfied that the company made a reasonable effort considering the circumstances to prevent future blockages and flooding. I also understand that the company will add the Non-Return Valve to its annual maintenance program and, in the future, reline the sewer to prevent further tree root ingress.
13. I note the customer's comments regarding the company withholding GSS payments due to a lack of time-stamped photos as evidence of the escape. The evidence shows that the company paid

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GSS for the reported incidents where it was given the opportunity to investigate the source of the flooding. However, the evidence shows that for any incidents not reported at the time of occurrence and where the company is not given the opportunity to investigate, the company will only accept time-stamped photos as evidence of the escape. The company will refund 100% of the customer's sewerage charges for the year for an internal flood, and I find it reasonable that for payment to be made, the company needs to document the escape and confirm the cause is from the company's pipework.

14. The customer has also commented that the company's engineers dropped cement into the drain contributing to a further flood at the property. The evidence shows that cement was found in one of the manholes. However, there is no evidence of the origin of the cement. The company says that the customer removed the cement, and no damage was visible, which would have shown that the cement contributed to a further flood at the property. After reviewing the evidence, I find I cannot determine the origin of the cement or whether it contributed to a further flood at the property.
15. 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 investigation of the source of the flooding, the Non-Return Valve and clearing any blockages of the sewer.
16. 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 it would not pay further compensation and why it was not liable for the flooding. On reviewing the company response and CCWater documentation, I note there were some delays in responding to the customer on multiple occasions and other customer service failures. The company admits these failures, and I note that the company has made payments totalling £795.00 for these customer service failures. Considering this, I find that the sum of £795.00 already paid adequately compensates the customer for any failures in customer service and the inconvenience and distress incurred.
17. The customer has made various comments on the preliminary decision. Having carefully considered each issue raised I have amended the decision where there has been an error or misunderstanding of the facts. However, carefully considered the other aspects of the customer's

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response I find that they do not change my findings, which remain unaltered from the preliminary decision.

18. Considering the above, I find the customer has not proven that the company failed to provide its services to the standard to be reasonably expected by the average person concerning whether the company fully investigated of the source of the flooding, the Non-Return Valve and cleared any blockages of the sewer. Regarding customer service, I am satisfied the £795.00 paid to the customer is adequate to cover the various failings of customer service.

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 19 May 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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