

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X882

Date of Final Decision: 23 April 2022

Party Details

Customer: The Customer

Company: The Company

Complaint

The customer says the company has not properly maintained her sewer, delayed resolving her reported issue and did not communicate adequately. She seeks for the company to: adhere to a confirmed maintenance regime, including notice periods and working hours to avoid significant inconvenience to both parties; communicate effectively regarding the maintenance regime, especially after review and where amended and; register the maintenance routine to her property.

Response

The company accepts a delay in its maintenance programme, delay in addressing a reported odour and poor communications. It paid the customer £300.00 for inconvenience. It has outlined its maintenance regime and ongoing communications with the customer in its response. Its staff are aware of the location for maintenance and so it does not need to change its system.

Findings

The evidence shows the company did not provide its customer services to the standard to be reasonably expected.

Outcome

The company should write to the customer to outline its maintenance regime, notice of visits, expected working hours and how it will communicate with the customer, if it has not already done so.

The customer must reply by 24 May 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company agreed to a sewer maintenance programme in December 2020 but did not undertake any work until July 2021. It did not communicate with her over this period. Further it has registered the programme against another property which confuses its maintenance teams.
- In April 2021 she contacted the company due to a foul odour coming from its sewer. However, the company did not attend to address this until May, leaving her and her family with the smell for six weeks. She also spent time chasing the company over this period.
- She seeks for the company to: adhere to a confirmed maintenance regime, including notice periods and working hours to avoid significant inconvenience to both parties; communicate effectively regarding the maintenance regime, especially after review and where amended and; register the maintenance routine to her property.
- In comments on the company's response the customer says she did not prevent the company accessing her property, she only questioned whether access was necessary. She understands the company needs to prioritise works but by not maintaining her sewer for five months it placed her property at risk and they had to suffer the smell of raw sewage for six weeks. She has no confidence the company will keep to its maintenance plan. She also feels the company has provided misleading information in its defence.
- In comments on a preliminary decision the customer says she would simply like reassurance the company will act promptly upon a reported issue. She also seeks the company appoint another representative who will act as one point of contact to avoid her being passed around between different representatives who have no knowledge of the history.

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The company's response is that:

- One of its sewers runs through the customer's garden.
- In December 2020 it agreed to maintain the sewer monthly to reduce odours and blockages. It considered a quarterly flush would suffice but agreed a monthly visit. However these did not take place as planned because it had to prioritise its resources to address operational incidents.
- It also notes that on one occasion the customer refused to allow access to its team. And, staff did not want to work with the customer, which made planning and scheduling difficult.
- From December 2020 to March 2021 it had little contact with the customer as there was no update and no issue with the sewer.
- It accepts it could have visited sooner than May 2021 to address the odour issue and that its communication with the customer could have been better. In recognition of this it had previously paid the customer £300.00.
- It has continued to carry out the maintenance since May 2021.
- From January 2022, it was agreed that it would continue to call the customer 24 hours before it is due to visit. And it will try its best to carry out work during Monday to Friday between 7:30am and 4pm.
- It will update the customer before and after visits.
- It ensures its teams are aware where to visit and they do not always use a mapping system, so there is no need to move the routine to the customer's property.

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 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.

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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. The company accepts it did not carry out monthly maintenance of the customer's sewer as agreed from December 2020 to May 2021.
2. The company accepts it should have visited to address the customer's report of sewer odour sooner.
3. The company also accepts its communications with the customer fell short on occasion.
4. I am therefore satisfied the evidence shows the company did not provide its services to the standard to be reasonably expected.
5. I note the company has already paid the customer £300.00 compensation. And, I consider this adequately remedies the inconvenience she has suffered.
6. The customer wants the company to keep to a confirmed maintenance regime including notice periods and work hours. The company has confirmed its regime, notice and aimed working hours within its defence. However, it is not clear it has put this in writing to the customer directly. I therefore direct that the company write to the customer to provide this information, if it has not already done so. I cannot direct that the company keep to the regime as such a direction would be unenforceable. However, it follows that if the company does not keep to the agreed regime then the customer will have cause to complain.
7. The customer wants the company to communicate effectively regarding the maintenance regime, especially after review and where amended. The company has confirmed that it is doing this, within its defence. As above, it should also put this in writing to the customer.

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8. Lastly the customer wants the company to register the maintenance routine to her property. The company has explained that it does not consider it necessary to do this. And, I consider there is a lack of evidence to show there has been any failing in this regard that would justify or warrant the remedy sought. I therefore make no direction.
9. In comments on a preliminary decision the customer seeks the company appoint a new staff member as one point of contact in communications with her. However, it is not possible for the customer to amend her claim at this stage and WATRS has no remit to make directions on the company's staffing arrangements. The customer may wish to request this from the company directly; it will be up to the company how to respond.

Outcome

The company should write to the customer to outline its maintenance regime, notice of visits, expected working hours and how it will communicate with the customer, if it has not already done so.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 24 May 2022 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)
Adjudicator

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