

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X024

Date of Final Decision: 16 July 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company damaged her boundary wall whilst it undertook mains renewal works outside her property. The vibration from the machinery used has caused the damage to the brickwork which has led it to needing to be replaced. The customer is seeking the company to pay £2006.48 to repair the damage and for the distress and inconvenience incurred.

Response

The company says it is not responsible for the damage to the boundary wall and the most likely cause is dampness and the cold weather conditions. At the time of the works being carried out the weather was very cold. The tarmac in this area was only 40mm deep meaning the engineers who attended didn't have to use a breaker or directional drill to complete the works therefore any vibrations from these works wouldn't have been enough to cause the damage to the customer's wall. 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 its services to the standard to be reasonably expected regarding the damage to the boundary wall.

Outcome

The company does not need to take any further action.

The customer has until 6 August 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company damaged her boundary wall whilst it undertook mains renewal works outside her property.
- The vibration from the machinery used has caused the damage to the brickwork which has led it to be needing to be replaced.
- The customer is seeking the company to pay £2,006.48 to repair the damage and for the distress and inconvenience incurred.

The company's response is that:

- It is not responsible for the damage to the boundary wall and the most likely cause is dampness and the cold weather conditions.
- At the time of the works being carried out the weather was very cold.
- The tarmac in this area was only 40mm deep meaning the engineers who attended didn't have to use a breaker or directional drill to complete the works therefore any vibrations from these works wouldn't have been enough to cause the damage to the customer's wall.
- Accordingly, the company is liable for any damage to the customer's boundary wall.

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 damaged the customer's boundary wall whilst undertaking works to a nearby pipework.
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. From the evidence put forward by the customer and the company, I understand that between 17 and 21 January 2022, the company undertook works to repair a leaking water main outside the customer's property.
5. On 26 January 2022, the customer contacted the company to advise that damage had occurred to her brickwork on her boundary wall following the company's works. I understand that the customer provided various photographs to support her assertion.
6. The company advised the customer that there is no evidence of any damage which would have been caused by its works within or near excavation site on the boundary wall on review of the pictures. The company was of the view that the damage to the boundary wall was most likely caused by dampness and the cold weather conditions
7. Between 29 January and 4 March 2022, various discussions took place between the customer and the company relating to the damage to the brickwork and whether the company was responsible. The customer remained unhappy with the company responses and unwillingness to

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undertake repairs to her wall and progressed the dispute to CCWater in March 2022 to resolve. However, the evidence shows that CCWater could not resolve the issues with her driveway. The company's final position was that its repairs to the water main caused no damage to the customer's boundary wall brickwork. The customer remained unhappy with the company's final position, and on 27 May 2022, the WATRS adjudication process commenced.

8. Regarding whether the company damaged the customer's boundary wall whilst addressing a leak under the public footpath outside her property, the evidence shows that whilst the repairs were undertaken outside the customer's property, the engineers who attended did not have to use a breaker or directional drill to complete the works.
9. The company and customer has provided various photographs and video taken before the works showing existing damage to the boundary wall brickwork in the area beside the company's excavation works. The company has also provided photographs of the customer's neighbour wall which has similar damage to that of the customer's wall. These photographs show damage to the brickwork concurrent with dampness and cold damage.
10. After careful analysis of the correspondence, photographs taken before and after the works and other evidence, I cannot find any indication the company damaged the customer's boundary wall. The evidence shows that once the brickwork issue was raised, the company investigated the issue as best it could and concluded that no damage was done to the customer's brickwork when it was undertaking the repairs to the water main. Whilst I appreciate the customer's position, I am satisfied that the evidence shows the company undertook the repair to the water main without damaging the boundary wall brickwork.
11. Concerning the above, I am satisfied that the company did investigate any damage to the customer's brickwork as best it could and acted appropriately according to the results of its investigations. 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 customer's boundary wall. Accordingly, this aspect of the customer's claim fails.
12. 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 the reasons behind why it could not consider the customer's request

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for remedial work to her boundary wall. The evidence shows that, where appropriate, the company made payments under its Guarantee Service Scheme. Accordingly, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

13. The customer has made various comments on the preliminary decision regarding the damage to the brickwork and mortar due to the wacker plate used during the works. As above, after careful analysis of the correspondence, photographs taken before and after the works and other evidence, I cannot find any indication the company damaged the customer's boundary wall during its works. Whilst I sympathise with the customer's position, having carefully considered each aspect of the customer's comments I find that they do not change my findings, which remain unaltered from the preliminarily decision.
14. Considering the above, I find the evidence does not prove that the company failed to provide its services to the standard to be reasonably expected by the average person concerning whether the company damaged the customer's driveway. However, I am satisfied there have been no failings regarding customer service for which the customer has not already been adequately compensated.

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 6 August 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.

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- 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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