

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X888

Date of Final Decision: 4 May 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer claims that the company has wrongfully reimbursed his surface water drainage charges. The charges to be refunded should be calculated from the date the customer moved into the property, not from a set period before the customer has contacted the company. In addition, the company has not proved that his surface water drainage is not connected to its pipework and the company advised at the time of purchase that his property was connected to its pipework. These issues have led to a devaluation of the property's value. The customer is seeking the company to refund his surface water drainage charges from 2004 rather than 1 April 2014 and pay £10,000.00 for the devaluation of his property.

#### Response

The company says it was for the customer to inform it of any dispute regarding the surface water drainage charge. As the customer did not contact the company until July 2021, the reimbursement of charges would only apply from April 2014 in accordance with its policy. Furthermore, the water drainage issues at the customer's property are private as the property is connected to a private soakaway and not the company's pipework. 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 surface water drainage charges. The reasons and evidence provided by the customer are not sufficient to justify his claim that the company reimburse his surface water drainage charges from 2004 or pay £10,000.00 for the devaluation of his property.

#### Outcome

The company does not need to take any further action.

The customer must reply by 25 May 2022 to accept or reject this decision

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT-X888

Date of Final Decision: 4 May 2022

## Case Outline

### **The customer's complaint is that:**

- The company has wrongfully reimbursed his surface water drainage charges from 2004.
- The charges to be reimbursed should be calculated from the date the customer moved into the property, not from a set period before the customer has contacted the company.
- In addition, the company has not proved that his surface water drainage is not connected to its pipework and the company advised at the time of purchase that his property was connected to its pipework. These issues have led to a devaluation of the property's value.
- The customer is seeking the company to refund his surface water drainage charges from 2004 rather than 1 April 2014 and pay £10,000.00 for the devaluation of his property.

### **The company's response is that:**

- It was for the customer to inform the company of any dispute regarding the surface water drainage charge.
- As the customer did not contact the company until July 2021, the reimbursement of charges would only apply from April 2014 in accordance with its policy.
- It was decided in 2014 to set 1 April 2014 as the date from which the company would offer rebates to customers to avoid those customers wishing to claim a refund for longer durations being disappointed.
- Furthermore, the issues with the drainage of the water at the customer's property are private issues as the property is connected to a private soakaway and not the company's pipework.
- Accordingly, the company will not reimburse the charges beyond 1 April 2014 or pay for any perceived drop in the value of the customer's property.

## How is a WATRS decision reached?

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

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 should reimburse the customer's surface water drainage charges from when the customer moved into the property in 2004.
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. The company also has certain obligations regarding its customer services as set out in OFWAT Guaranteed Standards Scheme and its own Guarantee Standards Scheme (GSS).
4. From the evidence put forward by the customer and the company, I understand that the customer contacted the company in July 2021 to report flooding to the front of his property during heavy rainfall. The company states in its response that its engineers attended the property the following day and said that on a previous visit, they had discovered that the customer's and his neighbouring property were connected to a private soakaway rather than the company's pipework.
5. I understand that the company's engineers discussed the matter with the customer, and it was agreed that the company would undertake an excavation and CCTV survey to establish whether the customer's pipework was connected to the company's pipework or whether the drainage issues were a private matter.

***This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.***

6. The evidence shows that on 19 August 2021, the company undertook a CCTV survey and established that the customer's surface water drainage was connected to a soakaway rather than the company's pipework, and therefore the customer was not connected for the purposes of the surface water drainage charge.
7. The evidence shows that the customer was unhappy with the company's response and wanted it to carry out a mapping survey to establish where the soakaway was and a report confirming he does not have access to the company's pipework. The company responded, saying that it does not hold copies of private sewers, soakaways, drains and former private sewers transferred to the water companies on or after 1 October 2011. As private pipework can be altered or removed, mapping these assets is not something the company would undertake as it would be unable to update so many changes and keep any records up to date.
8. The customer progressed his complaint to CCWater to resolve, and the company responded by confirming its findings that the drainage issues were private. However, it would issue a refund of the surface water charges from 1 April 2014, according to its 2020/21 Charges Scheme.
9. The evidence shows that the customer was unhappy that the surface water charges had only been backdated to 1 April 2014, as in his view, the charges should be backdated to when he moved into the property in 2004 and, on 3 March 2022, commenced the WATRS adjudication process.
10. Regarding whether the customer's property was connected to a soakaway and whether this devalued his property, the evidence shows that the company undertook a CCTV survey and established that the customer's surface water drainage was connected to a soakaway rather than the company's pipework. I note the customer's comments that the company did not provide a map of the surface water pipework surrounding his property or establish the exact location of the soakaway or that his pipework was not connected directly to the company's pipework.
11. However, after careful review of all the evidence, I find that I agree with the company's position that as private pipework can be altered or removed, mapping these assets is not something it would undertake as it would be unable to update so many changes and keep any records up to date. Furthermore, I find that the company's investigations show that the customer's drainage was not connected to the company's pipework, and it is a private issue for which the company is not liable.

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

12. I note the customer's comments with the correspondence that when he purchased the property in 2004, the company advised that the property was connected to the main drains, and since it seems it is connected to a soakaway, this has devalued his property. However, on a careful review of the evidence provided, I cannot find any evidence to support the customer's allegations that his property has been devalued by the company's actions or that the property has been devalued by the company advising in 2003 that the property was connected to the main drains for the surface water drainage.
13. Regarding whether the company should reimburse the customer's surface water drainage charges from 2004, OFWAT issues guidance to water companies that they should offer a rebate to customers when all their rainwater drains to a soakaway or directly to a watercourse rather than to the public sewer.
14. I understand that the company's Charges Scheme advises it is the customer's responsibility to apply for a reduction in charges. Where it can be established that the property is not connected to the public sewer for surface water drainage, the reduction in the charge for a successful claim will be made from 1 April 2014.
15. The evidence shows that in July 2021, the company first received contact regarding the surface water drainage issues at the customer's property and following further investigations, the company issued a refund of the customer's surface water charges from 1 April 2014 in line with its Charges Scheme. I understand that it was decided by the company in 2014 to set 1 April 2014 as the date from which the company would offer rebates to customers to avoid those customers wishing to claim a refund for longer durations being disappointed. From the evidence provided, I am satisfied that the company was correct to issue a refund of the customer's surface water charges from 1 April 2014.
16. The customer has provided comments on the preliminary decision with concerning that he was informed in 2003 that his surface water drainage was connected to the company's pipework. On reviewing the various searches provided by the customer, I find that the company says that the customer surface water drainage was connected to its pipework. Whilst this seems to be incorrect considering the company's recent investigations, it does not alter the fact that the company that the company was correct to issue a refund of the customer's surface water charges from 1 April 2014. Under the company's Charges Scheme it is the customer's responsibility to apply for a reduction in charges, which in this instance was not done until July 2021. Furthermore, having

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*

carefully considered the other aspects of the customer's response I find that they do not change my findings, which remain unaltered from the preliminary decision.

17. I acknowledge the customer's wish to claim interest on any redress due, however, in this instance interest is not appropriate as the customer has not lost out due to the refund of the customer's surface water charges from the date the customer applied for a reduction in charges to 1 April 2014.
18. Considering the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the rebate on his surface water charges and the customer's surface water drainage, nor has the customer proved the company failed to provide its services to the standard to be reasonably expected when investigating these issues.

#### **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 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**

*This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.*