

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X902

Date of Decision: 18 May 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer has a dispute with the company regarding its refusal to increase its existing offer of compensation for inconvenience caused by noise. The customer says that road tankers used by the company operated adjacent to her property for twenty-four hours per day for almost one hundred continuous days. The customer says the company's financial compensation offer of £1,000.00 is insufficient. The customer claims that despite ongoing discussions with the company and the involvement of CCWater the dispute is unresolved and therefore she has brought the claim to the WATRS Scheme and asks that the company be directed to increase its compensation offer from £1,000.00 to £2,500.00.

#### Response

The company acknowledges that it was compelled to use road tankers to move sewage from its pumping station located adjacent to the customer's property while undertaking necessary repair works. The company also acknowledges that the tanker traffic was at times noisy, and because of the inconvenience caused to the customer it has offered her the sum of £1,000.00 in compensation. The company also records that the customer rejected its offer to relocate her while the works were ongoing. The company did not make any formal offer of settlement to the customer and declines to increase its offer of compensation.

#### Findings

I find that the evidence does not support the customer's claim to have the compensation increased. I am satisfied that the company has made a compensation offer set at a reasonable level. I also take into consideration that the company offered to relocate the customer at its expense, and she declined the offer. I find that the evidence shows that the company has not failed to provide its services to a reasonable level and nor has failed to manage the customer's account to the level to be reasonably expected by the average person.

#### Outcome

The company does not need to take any further action.

The customer must reply by 15 June 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.*

**www.WATRS.org | info@watrs.org**

**ADJUDICATOR'S DECISION**  
**Adjudication Reference: WAT/X902**  
**Date of Decision: 18 May 2022**

**Case Outline**

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

- She has experienced an ongoing dispute with the company concerning issues with loud noise adjacent to her property over a period of several months. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- Her property is adjacent to a company pumping station.
- In October 2021 the company stopped the pumps due to technical problems and commenced to transport sewage by road tanker.
- The tankers were operating continuously twenty-fours per day, and the noise levels from them was very loud.
- On 27 October 2021 she contacted the company to complain of the noise. The customer says the company was sympathetic and informed her that the repair works would be completed before Christmas.
- In fact, the works were not completed until 22 January 2022 and consequently her festive celebrations had to be cancelled.
- She acknowledges that the company offered to relocate her to a hotel for the duration of the works, but she declined because such a move would be inconvenient plus she believed the works would have ended in time for her to enjoy Christmas in the property.
- She made further complaints to the company during November 2021 and was informed that upon completion of the works the company would make a goodwill payment to apologise for the inconvenience.
- She understood from the company that the payment would be calculated at £20.00 per day and as she had suffered the noise for almost one hundred days she was surprised that the company offered her only £1,000.00.
- Because of the noise she suffered from stress, anxiety, and insomnia and had to cancel both her Christmas and her husband's birthday celebrations.

*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.*

**www.WATRS.org | info@watrs.org**

- Believing the company had not properly addressed her concerns she, on 15 February 2022, escalated her complaint to CCWater who took up the dispute with the company on her behalf.
- Records show that on 18 February 2022 CCWater contacted the company requesting updated information and details of the customer service provided.
- On 01 March 2022 the company confirmed the chronology of events and that it had previously offered the customer a goodwill payment of £1,000.00. Subsequently on 03 March 2022 CCWater responded to the company stating that its last communication was exactly the same as its previous communications to the customer. CCWater requested the company to consider increasing its compensation offer to £2,500.00 as requested by the customer.
- CCWater advised her on 16 March 2022 that it had received from the company its final position on the dispute and confirmed it would not increase its offer of £1,000.00. CCWater therefore concluded that it could not take any further measures to have the company change its position and was thus closing her case.
- Continuing to be dissatisfied with the response of the company she has, on 04 April 2022, referred the matter to the WATRS Scheme where she requests that the company be directed to increase its offer of compensation for stress and inconvenience from £1,000.00 to the amount of £2,500.00.

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

- It provided its response to the claim in its submission dated 20 April 2022.
- It acknowledges that the customer contacted it on 27 October 2021 to complain of noise emanating from its sewage pumping station located adjacent to her property.
- It confirms that it had been forced to turn off the pumps due to technical problems and by necessity had to transport sewage away from the station to prevent sewage escapes.
- The company confirms that the sewage was transported by road tankers, and acknowledges that the tankers, at times, were loud.
- It offered the customer the option to relocate to alternative accommodation at its expense for the duration of the works. It notes that the customer declined to relocate.
- The remedial works were concluded on 22 January 2022, and thus the tankering of sewage also stopped at that time.

- After completion of the works, it offered the customer a goodwill payment of £1,000.00 for the inconvenience she had suffered during the period of tankering. The company confirms that the customer has not accepted the offer.
- It confirms that it was contacted on 18 February 2022 by CCWater acting on behalf of the customer.
- In summary, it believes that its compensatory offer of £1,000.00 is fair and reasonable and it declines to increase it and pay the amount of £2,500.00 as requested by the customer.

**The customer's comments on the company's response are that:**

- On 25 April 2022, the customer submitted comments on the company's Response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.
- The customer reiterates her position that she declined the offer to relocate because she was told the works would be finished before Christmas. She acknowledges that compensation would be discussed after completion of the works, and she was led to believe that compensation would be in the order of £20.00 per day. Thus, she believes the offer of £1,000.00 is not fair and reasonable as stated by the company, and says had she taken up the offer to relocate it would have cost the company more than £1,000.00.

**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.

*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.*

**www.WATRS.org | info@watsr.org**

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 relates to the customer's dissatisfaction that the company has refused to increase its offer of compensation for stress and inconvenience from £1,000.00 to £2,500.00 as she has requested. The company contends that its offer of compensation of £1,000.00 is fair and reasonable and it declines to increase it.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I can see that the parties agree that the customer first contacted the company on 27 October 2021 to complain of noise emanating from its sewage pumping station (SPS) located adjacent to her property.
4. I accept that the company has confirmed and explained that it was required to carry out essential repair works at the SPS, and that the station was unable to carry out its normal functions.
5. The company has also explained that in order to prevent an escape of sewage from the SPS the company was obliged to use a fleet of road tankers to transport the sewage away during the period that the SPS was out of commission.
6. I can see from the evidence that the SPS was out of commission from on or around 12 October 2021 until 22 January 2022.
7. The customer has stated that the noise from the road tankers was loud, and the company has acknowledged that this was the case at times.
8. I take note that the company offered, at its expense, to relocate the customer to a hotel whilst the repair works and associated tankering activities were ongoing. I can see that the customer declined the company's offer.
9. The company has stated that it has identified that the customer's property is a caravan that she uses as a holiday home. I do not accept that this in any way invalidates the customer's complaint of noise inconvenience.

10. I can see that the parties agree that the subject of compensation was discussed during the period of the repair works and that it was accepted that the company would ultimately make a financial payment.
11. The customer has stated that she was led to believe by the company that compensation would be based on an indicative rate of £20.00 per day of inconvenience. On this basis the customer has calculated that the period between 12 October 2021 and 22 January 2022 should yield a compensatory payment of £2,500.00.
12. However, I find the evidence does not establish that the company at any time advised the customer that it would compensate her at the rate of £20.00 per day.
13. I can see that the customer has asked the company to increase its compensatory offer from £1,000.00 to £2,500.00, and that the company has declined to do so.
14. The customer, in her application to the WATRS Scheme, has requested that I direct the company to increase its compensatory offer from £1,000.00 to the amount of £2,500.00.
15. I am satisfied that the evidence establishes that the company's tankering operations did contribute to any stress and inconvenience experienced by the customer and thus it follows that I find a compensatory payment would be appropriate.
16. However, having regard to the company's offer to relocate the customer for the duration of the repair works I am satisfied that the company's original offer of £1,000.00 is reasonable and I shall not direct that the company increase the offer.
17. My conclusion on the main issues is that the company has not failed to provide its services to the standard to be reasonably expected by the average person. I find its compensatory financial offer to be reasonable and I shall not direct that it be increased.

### **The Preliminary Decision**

- The Preliminary Decision was issued to the parties on 04 May 2022.
- The customer has, also on 04 May 2022, submitted comments on the Preliminary Decision.
- The customer states that she accepts the decision despite being disappointed with the adjudicator's findings.
- On 12 May 2022 the company submitted its response to the Preliminary Decision and stated it had no further inputs to submit.
- I am thus satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- Having read the response of the parties I am satisfied that no amendments are required to the Preliminary 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.*

## Outcome

The company does not need to take further action.

## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
  - The customer must reply by 15 June 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.
- 



Peter R Sansom  
MSc (Law); FCI Arb; FA Arb; FRICS;  
Member, London Court of International Arbitration.  
Member, CI Arb Business Arbitration Panel.  
Member, CI Arb Pandemic Business Dispute Resolution Arbitration Panel.  
Member, CEDR Arbitration Panel.  
Member, CEDR Adjudication Panel.

## 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.*

**www.WATRS.org | info@watrs.org**