

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X030

Date of Final Decision: 16 August 2022

Complaint

The customer complains that the company has not resolved an issue affecting his rainwater gullies at REDACTED or resolved an obstruction in the surface water sewer in an adjacent property REDACTED and it has re-benched and re-pointed his manhole inappropriately. He complains of poor customer service since 2018 and also on one occasion that the company accessed his garden without permission. He asks for a direction that the rear garden manhole cover should be replaced and fixed to the ground and the manhole rebuilt to British Standards, a direction that the company should verify in writing that the two existing gullies to the flank of the customer's property are in good order and not leaking, for Identification of the issues affecting his second gulley and verification that problems from house REDACTED are causing blockages at REDACTED of the customer's property, an apology, a refund of his wastewater bill, compensation of £5000.00 for disruption and interest..

Response

The company says it is not liable for this claim although it has increased its previous goodwill gesture offered of £75.00 and sent the customer a cheque for £385.00 following re-calculation of its customer service failures. Although it has not repaired the surface water sewer at REDACTED, this delay has been caused by first vacancy and then building works at the property next door. It has also been delayed by the pandemic. There is no need for urgency, the customer has reported slow drainage in his gullies but not floods and the water is surface water only. The manhole has been repaired to a good standard and the company and not the customer is responsible for the repair of his gullies.

Findings

I find that although there have been customer service failings relating to delay and other concerns, the company's current goodwill gesture is fair and reasonable compensation for this. The customer has not shown that the manhole is unsatisfactory and, as this is the company's asset and it is not dangerous, the quality of repair is a matter for the company to decide. The company has investigated the customer's gullies which it did not have an obligation to do. The work at REDACTED has been delayed due to the property being vacant and overgrown and now building work is being carried out. The property will carry out the repair work which is complicated, and its plan is not

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yet fully decided. It will alert the customer only if this affects the boundary wall between REDACTED and REDACTED. The company has engaged with the customer's issues and where it has not, the compensation referred to above has now been provided. Taking into account the lack of urgency and unique circumstances of both the neighboring property and backlog of problems caused by the pandemic, the company has not failed to provide its services to the standard that would be reasonably expected.

Outcome

The company does not need to take further action.

ADJUDICATOR'S FINAL DECISION

Adjudication Reference: **WAT-x030**

Date of Final Decision: **16 August 2022**

Party Details

Customers:

Company:

Case Outline

The customers' complaint is that:

- The customer says that the company has not kept him informed, has trespassed, used malpractice and incompetent practices and solutions in respect of his property at REDACTED, which is a tenanted property. He says that the company has not kept its promises and has "jumped on him" with another case at the last minute when on site and has not performed necessary work to a manhole to British Standards. He describes the work done by the company as "DIY," done without the appropriate plant for the job and without a professional plan and also without taking on board the customer's opinions as to what should happen.
- The customer also complains that his Case Handler at the Consumer Council for Water (CCWater) changed hands, and as a result "he lost power and strength" within the company.
- The customer asks for:

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- A direction that the rear garden manhole cover should be replaced and fixed to the ground and the manhole rebuilt to British Standards.
- A direction that the company should verify in writing that the two existing gullies to the flank of the customer's property are in good order and not leaking.
- Identification of the issues affecting gulley 2 and verification that clearing problems from house REDACTED are causing blockages at gulley 1 of the customer's property
- An apology
- A refund of his wastewater bill.
- Compensation of £5000.00 for disruption.
- Interest.

The company's response is that:

- Although the company carried out investigation of the gullies as a goodwill gesture, it has no liability for these which are for the customer to maintain.
- The customer has requested that the surface water manhole cover (located in the rear garden of REDACTED) be replaced to British standards. The company believes that this is intended to be a reference to UK Building Regulations. This is not followed by wastewater companies when working on their sewer networks because a sewer does not fall within the definition of "building work" under Regulations 3 and 4 of the UK Building Regulations 2010. As no work on the company's network is covered by standards set out in UK Building Regulations, the company has not failed to meet expected standards if these have not been met.
- Whilst repairs (re-benching and re-pointing) were required and the company has carried this out, the work inside the manhole chamber at REDACTED (the metal cover and frame) when last inspected on 3 November 2021 was deemed safe and secure, and not in need of replacement.
- The company observes that the customer's request is for compensation is for his time taken visiting his property because it is rented and for related expenses, for interruption and disturbance to his tenants, although no such claim has been made by the tenants and in respect of an alleged trespass on 14 February 2018 when he was not present.
- The company is currently working on an outstanding repair located in the boundary of REDACTED that has been empty since 2016. It has had difficulties obtaining access which, coupled with the priorities necessitated by the pandemic has led to delay.
- It has made a goodwill payment of £385.00 in respect of its customer service failures and apologises.

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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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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. I make clear that although the customer raises a complaint about the handling of his case by CCWater, that is not a matter that falls within the scope of this Scheme and I cannot comment on it: see rule 3.5 of the Scheme Rules.
2. In respect of the customer's other complaints, little information is given in the application form and I have therefore had to distil his claim from the documentation and emails provided to the company and to CCWater about his concerns, as well as from the customer's detailed comments on the company's response to this claim. I therefore address the customer's claim under the following heads of dispute:
 - a. Customer's consent to access to the property
 - b. Delay in making appointments and completing the work
 - c. Poor repair to the customer's manhole
 - d. Failure to inspect the customer's second gully.
 - e. Insufficiency of the gesture of goodwill.

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3. I add that in response to my Preliminary Decision, the company has noted my Decision and the customer has made a detailed comment and submitted a large number of forwarded emails and some other documents. I have considered these. Having regard to these documents, whilst I note that certain other complaints and criticisms against the company and CCWater have been raised, I find that the distillation referred to above correctly reflects the application. I make clear, however, that the documents submitted by the customer do not persuade me that the outcome of the Final Decision should differ from the Preliminary outcome. The outcome of this Final Decision is therefore the same as the outcome of the Preliminary Decision.

Consent to access

4. This issue arose from an occurrence at the customer's property on 14 February 2018. The customer raises a complaint that the company accessed his tenants' garden in his absence and without his consent.
5. The documentation shows that the following occurred:
 - a. On 13 February 2018, the company was informed by Redacted that the customer was reporting slow drainage through his gullies in heavy rainfall. The customer wanted the company to use its tools to find out where his lines ran to the next service point over the boundary and to confirm but that the drains on his side of his boundary were not disrupting his services. The company agreed to attend to investigate its surface water sewers and foul waters sewers serving REDACTED and it agreed to look into the two rainwater gutters at the side of the customers property. At this stage the company was liaising directly with redacted.
 - b. The company says that it did not know that the customer's property was rented and that the customer would need to travel from his home to the property. The company has submitted evidence that it asked x company on 13 February 2018 to let the customer know that it would attend his property within the next 24 hours. Redacted then contacted the customer by e-mail on 13 February 2018 at 1726 hours. Redacted then received a reply from the customer asking x to cancel the appointment.
The e-mail said:

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This is a disgrace They do not have permission to access without my prior agreement or approval who do you think you are I suggest you urgently contact them and cancel immediately Shame on you

- c. The company's work notes indicate that in a telephone call to the company on the morning of 14 February 2018 the customer told the company that the issue happens in heavy rain where his neighbour REDACTED has severe flooding which backs up to his property. A note indicates that the company recorded that the legal team might need to get access to the neighbouring property because it was vacant. The customer maintained his objection to the company accessing his property when he was not present.
- d. In response to the customer's objection, the company undertook a camera survey of the foul water sewer only from the rear of REDACTED but was not able to assess the surface water sewer. Manholes for this could be found in the gardens of REDACTED and REDACTED. REDACTED was empty and vacant and the resident at REDACTED was out. A message was left with the resident at REDACTED who contacted the company and access was provided that day. A network engineer returned REDACTED and also the customer's property at REDACTED were all accessed. The company agrees that this should not have happened, and it was an error.
- e. As part of this investigation work was carried out on the two private gullies at the side of REDACTED which proved that the gullies were not blocked. The engineer then telephoned the customer to report his findings which the customer did not agree with because in heavy rainfall the area floods.
- f. The company recorded that the issue needed a case manager, and that the customer wanted another visit and a meeting. In due course a meeting was agreed for 1 March 2018 but this did not take place due to snow conditions. A further meeting was arranged for 22 March 2018 but the appointment was cancelled by the customer.
- g. The company wrote to the customer on 4 May 2018 summarising its investigations and directing the customer to CCWater.

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6. the company in its response to the application has apologised for failing to arrange for the customer to be present when the company returned to site on 14 February 2018 but says that it does not regard this incident as trespass as it had been asked to investigate the concerns raised via redacted on behalf of the customer.
7. As to this issue, I do not have jurisdiction under this Scheme to decide whether the company has committed a trespass, but I can decide whether or not the company has supplied its services to the expected standard. I find that an average customer would not reasonably expect the company to enter a customer's property when he had stated that it should not, unless appropriate legal proceedings had been taken by the company to authorise this or there was an emergency. Neither of these applied and the company has therefore fallen short of expected standards.
8. On the other hand, I also find that an average customer would not reasonably have been expected to deny the company access to the property in relation to a complaint that had been raised by him about the performance of the company's assets in conjunction with his own. I also find that there is no evidence that the customer suffered any loss or damage because of the company's investigation on that date. I am mindful additionally that the customer did not bring this issue to CCWater when invited to do so, although it is referred to as an incident in relation to the customer's subsequent expression of dissatisfaction two years later regarding his wish to be present at his own property and when the company was carrying out investigations at REDACTED, and also in respect of his concern that the company was not addressing the concern that his gullies were backing up in heavy rainfall.
9. I also note that on subsequent occasions when meetings have taken place come on the company has, at the request of the customer, given one hours' notice. The company indicates that this is inconvenient for it because it normally provides only an indication of morning or afternoon meetings and appointments so as to avoid difficulties when the staff delayed on jobs. Nonetheless, an occasion when the company was present without the customer's invitation or consent appears to have occurred only on 14 February 2018.
10. Taking all these factors into account, I do not find that the customer has shown that he is entitled to financial compensation in this regard, although he was entitled to an apology, which has been given.

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Delay in making appointments and completing the work

11. The next contact occurred on 3 August 2020 and the company says that a request as to the location of the surface water sewer beyond his own boundary was sent to the searches team, which the company says was the wrong team and had to be redirected. The documentation submitted by CCWater shows that a complaint had also been made to the local authority about unacceptably slow flow in the customer's rainwater gullies.
12. This was mid pandemic although I am mindful that in the intervening time, nothing further had been done about the potential for a problem in the surface water sewer at REDACTED and nor had any steps been taken to ascertain whether the customer's two gullies continued to be adversely affected during heavy rainfall. The company was on notice that this was a live issue that had been raised by the customer, and, having regard to the events referred to above, I find that the evidence does not show that this had been completely investigated. I find that the effect of the company's letter to the customer on 4 May 2018 summarising its investigations and directing the customer to CCWater was that the company had closed the complaint without finalising the investigation.
13. The company comments that by August 2020 the pandemic had caused a major backlog of work and the company is still prioritising only the most urgent work repairs and foul water sewage repairs are prioritised over surface water sewer repairs. Priority is also given to customers experiencing internal flooding. I find that this is likely to be the case. I find that this is consistent with the company's obligations under section 94 of the Water Industry Act 1991, and I also find that an average customer would reasonably expect that the company would prioritise those matters that gave rise to a risk to health or were likely to cause damage, such as foul water flooding and internal flooding. I find that although the customer complained of slow drainage and the potential for a flood, it is probable that other customers had more urgent needs.
14. Nonetheless, I find that the company did engage with the customer albeit not always to the expected standard. The customer sent a number of emails to the company complaining that no appointment had been forthcoming when requested and complaining also that staff were saying that he could not be given 1 hours' notice, that his tenants at REDACTED had no authority to represent the customer and that a telephone number had no-one answering it. I accept that all these matters were a source of frustration for the customer, and in ordinary times would not

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meet expected standards. In the circumstances, I find that the times were exceptional and that the company is likely to have been under severe pressure due to an issue that affected everyone. I find that the company's action in appointing a case manager on 27 August 2020 was, in the circumstances reasonable.

15. Some delays and service failures then occurred which I find did not meet expected standards.

These were:

- a. A need to reset a meeting planning conversation from 2 to 7 September 2020
- b. A failure to contact the customer by 7 September 2020
- c. A change to the date for that discussion until 21 September 2020
- d. A failure to contact the customer by 22 September 2020 which caused the customer to have to contact the company again on that date and on 24 September 2020 when he also complained that he was having to explain himself every time.

In the end, a meeting was arranged for 22 October 2020.

16. On that day the company inspected the arrangements affecting the customer and discovered that re-benching and re-pointing repairs needed to be undertaken to the customer's manhole (see below). This was not a matter related to the surface water drainage problem reported by the customer. In respect of surface water, the sewer was cleaned and surveyed from REDACTED to REDACTED, but an obstruction was found in the sewer at REDACTED which could not be accessed due to severe vegetation cover and because the property was vacant. The company thus had clear evidence at this point that something needed to be done next door to the customer's property.

17. The company says that the inspection on 14 February 2018 would have revealed if this defect was present on that date, but I observe that the job notes for the 2018 date do not make clear whether the company had tested out the customer's assertion that during heavy rainfall his gullies were backed up and the customer believed that the company had not tested this. As indicated above, I do not find that the investigations into this occurred that might have taken place, I do not, therefore, accept the company's assertion that the obstruction must have occurred since 2018 – although it may have done. I find that the evidence is equally consistent with it having been present but undetected in 2018 and having possibly become worse.

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18. The company determined that further investigation was required. I find that the company then took swift action at first to try to identify the owner of REDACTED so that permission could be obtained to access the land. This involved:
- a. A Land registry search (requested 2 November 2020)
 - b. Contact with an auction house instructed to market the property
 - c. Issue of a section 159 Notice (19 November 2020) which was served at number 2020.
19. In January and February 2021, the company continued to make visits to trying to progress the possible collapse at REDACTED and on 10 February noticed that it was up for sale. On 10 March 2021 the company found out that REDACTED had been sold via the London Auction House. Permission was gained to enter on 9 April 2021 and a camera survey was carried out. It was discovered that it would be necessary to carry out an excavation to repair the sewer and the customer was updated by his case manager with the company's findings and to let him know that access was not required to the property at REDACTED.
20. Thereafter a new cause of delay arose. The new owners of REDACTED wanted to have a meeting about the work which occurred on 21 April 2021. As part of the company's enablement process it became apparent that the necessary excavation would be close to the rear extension of REDACTED. Because this gave rise to risks to that building, a structural survey was carried out by x. This was completed on 27 April 2021.
21. Of significance is that x identified a risk in terms of the adjoining boundary wall between REDACTED and REDACTED. The customer expresses dissatisfaction that he was not told anything about the survey or its outcome but the position of the company is that it has not decided finally what work will be undertaken there and that there does not need to be a discussion about the boundary wall at present. The company has considered that the customer is not concerned with what happens at REDACTED because this is not on his land.
22. The customer was informed on 18 May 2021 that the company would not liaise with him in relation to the repairs at REDACTED, but this would be organised with the new owner. The customer's case was then closed by the case manager. This is a matter for which the company has now provided a goodwill gesture of £30.00 (part of the £385.00) and I also find that an average customer would reasonably expect to be kept informed.

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23. The customer then contacted CCWater who wrote to the company on 16 August 2021. The company replied on 3 September 2021 on this issue but also stating that it wanted to carry out the re-benching and repointing work of his manhole. This in due course happened on 3 November 2021 (see below). On the same date, the company also took with it a sea snake camera which it used to investigate the customer's gullies. In doing this it discovered that there was a blockage of stones found in the customer's private gully about which the company informed the customer. The company says that the customer has resolved this problem privately, but he still remains concerned about the impact of the broken surface water sewer at REDACTED on the rainwater levels in the gullies of REDACTED.
24. The company has explained that it has become apparent from the customer's new neighbour's builders that the new neighbours plan to build an extension at the rear of their property. The company took the view that in these circumstances it was best to work in conjunction with the building owners so that the work that was done on the sewer did not have an adverse impact on new building work. The company therefore decided that it would wait for this building work to be completed before it excavated in the area of the sewer. I find that an average customer would believe that decision to be in line with the company's statutory responsibilities for its network.
25. However, the company now says that it has no start date set for the repair at REDACTED because of the work said to be intended by way of an extension to that property. The company has submitted evidence that the property at REDACTED is still overgrown and vacant in July 2022. This has been supported by the customer who in response to my Preliminary Decision has also provided a copy of a refusal of planning consent in respect of REDACTED. The company has not put forward evidence that it has engaged in any follow-up with the owner of REDACTED in order to see when work can be done and has not communicated with the customer.
26. I am mindful that this is an unsatisfactory position for the customer because he does not know when the work will be done and he must therefore put up with worries about the surface water drainage (whether affecting his gullies or otherwise) for an unknown period. I also find that, while the report of x is not a document that an average customer would reasonably expect to be disclosed, an average customer would reasonably expect to be told at a minimum that the works to be done at REDACTED may in due course have an impact on the boundary wall and that if this is the case, further discussions will be needed.

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27. I find that following 18 May 2021, the company has not kept the customer appropriately informed about the circumstances of the proposed work. I note that although the company's calculation of its goodwill payment (see below) took into account the closure of the customer's case as a procedural matter, the compensation has not taken into account the adversity for the customer of continuing uncertainty about what and when anything will be done.

Poor repair to the customer's manhole.

28. As indicated above, when the company attended the property on 22 October 2020, the company was concerned that wear and tear to the manhole in the customer's garden needed restoration known as re benching and repointing. This was unrelated to the collapse in the sewer suspected at REDACTED or to the customer's rainwater gulleys. The company sent the customer an e-mail on 13 November 2020 in respect of this and served a section 159 notice on 30 November 2020 to carry out this work. The company says that the re benching and repointing was not classified as high priority work and was not completed until 3 November 2021.

29. On 15 January 2021, the customer raised questions about the re benching and repointing works to the company's contractors, C. The company had not made the contractors aware that that the customer wanted to be in attendance and needed one hour's notice. Because of difficulties in that conversation, one of the company's representatives met the customer on 16 January 2021 to discuss the work with him face to face. The company's records explain that the customer's opinion was that the brickwork in the wall of the manhole had a number of points where water was leaking and seeping through its wall. He thought that the top of the manhole also needed to be repaired. He said that the frame was loose and the ground around it was cracked and loose. It was recorded that the brickwork was missing at some corners at the top of the manhole. A note from the person who attended stated

"needs repairing and the top part of the manhole is very loose with the ground around it cracked badly. This will all need repairing and the customer already has a section 159."

30. On 23 February 2021, the company organised for the re-benching and re-pointing to be done on 10 March 2021, but the customer cancelled the appointment. It was then rearranged for 19 March 2021 but the customer refused the contractors the opportunity to carry out the work. This

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seems to be because the customer wanted the team to have access to a supervisor for instruction. The company did not agree that this was necessary, and the work was then placed on hold and not undertaken until 3 November 2021.

31. As for the delays that occurred in relation to this work, I find that an average customer would not reasonably have expected the re-benching and repointing work to be given a high priority because the manhole itself was not then causing problems for the customer. In relation to the appointments proposed for 10 and 19 March 2021, I find that these were cancelled at the request of the customer in circumstances where it is probable that an average customer would reasonably have allowed this work to go ahead. I do not find that it is for the customer to specify how the work will be carried out to the company's manhole nor was it for the customer to stipulate that the workers needed to have access to a supervisor. I find that the company has not failed to supply its services to the correct standard on the grounds that this work did not take place until 3 November 2021.
32. The customer says that the work that was done to the manhole is not satisfactory. He complains that the effect of re-benching and repointing was to narrow the internal channel and that there is standing water in this. He said that the pointing at frame level was falling out over crumbled bricks and the cement at the floor was cracked and loose.
33. The company says, however, that the re-benching and repointing work was carried out to a high standard. The company says that the metal cover and frame are safe and secure and not rusted and there were no cracks, unlike the ground around the cover which is privately owned. The company has submitted photographs to this effect.
34. I find as to this that, whilst I can see that it might be possible for more repointing to have been carried out, it is clear from the company's photographs that some repointing has been done, The frame and lid fit appropriately into the ground and there is no evidence that these are loose. In relation to the narrowing of the channel as a consequence of the re benching and repointing, I see that there has been a marginal difference in the appearance of the channel but there is no evidence that this will have had an adverse effect on the operation of the manhole.
35. Although the customer is very critical of the work that has been done and he has referred to a failure to meet British standards, I find that there is no evidence that any particular standard applies. The customer says that the company should state what standard has been met, but I

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find that an average customer would not reasonably expect the company to have to report to a customer as to the standards to which it carried out repairs to a manhole. I find that it is probable that the company rather than the customer is best placed to make a judgement as to the satisfactory construction of the manhole. This is all the more the case, because the manhole is an asset of the company and not of the customer and, as referenced above, it is for the company to decide on its priorities and resources as to the maintenance of its assets.

36. It follows from the above that I find that the company supplied its services to the expected standard in relation to the repair of the manhole.

Failure to inspect the customer's second gulley.

37. On 3 November 2021 the company also carried out an investigation of the customer's gullies using a sea snake camera and found a stone blockage in one of the gullies.

38. However, the customer complains that only one of his gullies was investigated at least in his presence and the other gulley was not. He complains about this. He also complains that the company has not done the work to clear the stone blockage in the gulley.or verified that these are now clear.

39. The company says that both gullies were investigated with the sea snake I find that there is no evidence that the company only investigated one of the gullies and, in any event, it was not under an obligation to help the customer at all.

40. I find that the company has provided its services to the customer in this respect at a level which equals or exceeds the expected standard.

Insufficiency of the gesture of goodwill

41. The customer was initially offered £75.00 by way of a goodwill gesture and he has been compensated by the company in the sum of £75.00 for not previously having supplied this gesture.

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42. Having reviewed the matters set out above and in particular the considerable delays that have occurred I confirm that I also would not be satisfied that £75.00 gesture would have been sufficient.
43. However, as explained above, the company has made clear that it has re-calculated, taking into account a number of service failings including compensation for entering the customer's property for which I did not find that compensation would be expected in the circumstances. On the other hand, I have found that the customer has also suffered detriment by reason of the company's omission to keep him informed after 18 May 2021.
44. The company has increased the gesture of goodwill payment to £385.00. Having regard to the nature of the service issues that I have found, to the relative lack of urgency of the situation, and because this has arisen against the background of a pandemic and a vacant property, I do not find that's an average customer would reasonably expect a greater measure of goodwill payments.
45. Accordingly, I find that the compensation that the company states has already been sent to the customer in the form of a cheque is a fair and reasonable level of compensation. Although the customer has claimed £5,000.00, I do not find that this level of claim has been substantiated and, in any event I find it is a payment that would not be fair and reasonable.

Other redress requested

46. The customer also asks for other redress. As to these claims, I find as follows:
- a. A direction that the rear garden manhole cover should be replaced and fixed to the ground and the manhole rebuilt to British standards I do not direct for the reasons given above.
 - b. A direction that the company should verify in writing that the two existing gullies to the flank of the customer's property are in good order and not leaking I also do not direct. Again, this is for the reasons that I have explained above.
 - c. As for the claim for identification of the issues affecting the customer's second gulley and verification that clearing problems from house REDACTED
 - d. are causing blockages at the first gulley of the customer's property, I find that there is no evidence for this. It is for the customer to manage to condition of his own gullies and

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there is no evidence to support the customer's opinion that clearance work where this has been carried out has caused a problem in his own gullies. Nor is there evidence that the failure to mend the sewer has caused a problem. If the customer is asking that the work should be completed, I find that this is the company's intention.

- e. The company has also issued apologies to the customer for the various failings found and I do not direct further apologies to be made.
- f. I do not find that anything that has occurred, which concerns surface water only should be reflected by a reduction in the company's charge for wastewater.
- g. I find that the question of interest does not arise under the Scheme Rules.

47. It follows from the above that while I have found some issues in the customer's favour, in light of the company's increase in its compensation to the customer, no further action is required.

Outcome

The company does not need to take further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- 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.



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Claire Andrews, Barrister, FCI Arb

Adjudicator

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