

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X032

Date of Final Decision: 3 August 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company took an excessive amount of time to investigate and repair its pipework outside the customer's property which was causing internal flooding. The flooding and the company's investigations caused undue disruption, inconvenience, and distress. The customer is seeking the company to apologise and pay compensation of £1,000.00 for inconvenience and distress incurred throughout the repair and investigation period.

Response

The company says that it was unable to find any defects in its pipework. Furthermore, its investigations found that the flooding in the customer's cellar was groundwater, which is the customer's responsibility. The company acknowledges there were various delays in carrying out its investigations due to the need to make the site safe, and as a gesture of goodwill, the company made the site safe, installed a liner into the customer's pipework and offered £500.00, which has been refused. 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 the customer's services to the standard reasonably expected regarding the length of time for the repairs, its pipework and its investigation into the customer's flooding. Furthermore, I am satisfied the repair and investigation works were done by the company as quickly as it could, considering the circumstances.

Outcome

The company does not need to take any further action.

The customer has until 31 August 2022 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- The company took an excessive amount of time to investigate and repair its pipework outside the customer's property which was causing internal flooding.
- The flooding and the company's investigations caused undue disruption, inconvenience, and distress.
- The customer is seeking the company to apologise and pay compensation of £1,000.00 for inconvenience and distress incurred throughout the repair and investigation period.

The company's response is that:

- It was unable to find any defects with its pipework.
- Furthermore, its investigations found that the flooding in the customer's cellar was, in fact, groundwater which is the customer's responsibility.
- The company acknowledges there were various delays in carrying out its investigations due to the need to make the customer's site safe, and as a gesture of goodwill, the company made the site safe, and installed a liner into the customer's pipework and offered £500.00 which has been refused.
- The company has not made any further offers of settlement.

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 has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning investigating the source of the water ingress within the customer's property.
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. The combined effect of these is to place an obligation on a water and sewerage company that when there is a leak report, the company needs to thoroughly investigate if the company's pipework is to blame and, if repairs are required, make such repairs to prevent further leaks.
3. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that on 27 June 2021, the customer contacted the company to report water ingress within her cellar. The evidence shows that the company attended the area on 28 June 2021 and found that the customer's contractors had opened an excavation which, in its view, was unsafe to enter. I understand that the company required access to the excavation to enable it to investigate the source of the water ingress fully.
5. Between 28 June 2021 and 13 July 2021, various discussions took place between the company, the customer and her contractors concerning safe access to the excavation to enable the company to undertake jetting and camera survey works. On 13 July 2021, the company attended the site and made the excavation safe for jetting and camera survey works, which were then undertaken. However, it was found that further investigations were required, and the excavation needed further shoring up, which would be undertaken on 21 July 2021.

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6. On 20 July 2021, the company reattended the site and made the excavation safe for further jetting and camera survey works. On 21 July 2021, the company reattended and found damaged private pipework dropping into the cellar's old lightwell gully. On 23 July 2021, the company reattended the site, removed the debris from the cellar's old lightwell gully, and fitted new pipework and a new junction to correctly pick up the joint surface water connection.
7. Between 26 July 2021 and 24 August 2021, the customer contacted the company to complain that further flooding had occurred in her cellar and that the company's previous investigations and works had caused damage to her property. Various discussions and further investigations then took place between the parties, including chemical analysis of the water, resulting in the company finding that the likely cause of the additional water ingress within the cellar was groundwater. I understand that during this period, the company agreed as a goodwill gesture to cover the cost of the customer's skip hire and made an offer to cover the customer's telephone calls of £150.00.
8. The evidence shows that the customer disputed that the water in the cellar was groundwater and escalated the dispute to CCWater to resolve. I understand that the company increased its goodwill gesture to £500.00, which the customer declined as she believed that the flooding had cost her in the region of £1,000.00 and that the £500.00 offered was insufficient to cover the excessive disruption, inconvenience, and distress. On 11 July 2022, the customer commenced the WATRS adjudication process.
9. Concerning whether the company investigated the cause of the flooding of the customer's property thoroughly and promptly as stated in the company's response, investigations occurred each time the customer reported an issue. The company identified that no leak existed on the company's pipework which would have caused water to ingress into the customer's cellar. The evidence shows that the water within the customer's cellar was not treated or wastewater, and groundwater was the most likely source of the flooding. Groundwater issues are the responsibility of the Environment Agency or Local Authority, not the company.
10. On careful review of all the evidence, I find that I am satisfied with the company's position that it has undertaken investigations into the cause of the flooding and, where appropriate, has taken action such as chemical analysis of the water, dye tests, site excavations and repairs to private pipework, when necessary, to reduce the risk of flooding.

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11. Whilst I appreciate the customer's position and the time taken to establish the root cause of the flooding, as shown by the company response documents, it was found that the root cause of the flooding was not due to the company's pipework. This position is supported by the fact that water ingress still appeared in the customer's cellar even after the company had repaired the nearby pipework issues.
12. Considering the above and after careful analysis of the correspondence and evidence, I cannot find any indication the company has been negligent concerning its pipework surrounding the customer's property. Investigations were undertaken by the company that showed its pipework had no significant defects. As demonstrated by the evidence, the company investigated the cause of the flooding on each occasion and took appropriate action if further testing or repairs were required. Furthermore, the company made safe the customer's excavations and repaired the customer's private pipework, despite the groundwater being found to be the customer's responsibility.
13. 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 why the water within the customer's cellar did not originate from the company's pipework. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. On careful analysis of the delays in investigating the flooding, I find that the bulk of the delays was due to the need to make safe the customer's open excavation. Where there were failings to the service provided, I find that the customer has already been adequately compensated and where additional compensation has been offered, it has been declined. Therefore, I find no further sums are due for this aspect of the customer's claim.
14. The customer has made various comments on the preliminary decision regarding the flooding to her cellar. As above, after careful analysis of the correspondence, I cannot find any indication the company has been negligent concerning its pipework surrounding the customer's property. 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 preliminary decision.
15. Considering the above, I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, concerning the time to identify any defects

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within its pipework surrounding the customer's property. Furthermore, I am satisfied there have been no failings concerning customer service, for which the customer has not already been offered adequate compensation.

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 31 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.
- 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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