

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X066

Date of Final Decision: 8 August 2022

Party Details

Customer:

Company:

Complaint

A collapsed sewer was discovered in the vicinity of the customer's property on 19 February 2021. The sewer was not repaired until over one year later. Although the company carried out relieves to the sewer prior to repairs, the customer experienced smells in his property that caused inconvenience and distress.

The company took too long to repair the sewer. The company also failed to carry out relieves in line with the schedule it agreed with the customer.

The customer claims compensation for inconvenience and distress in the sum of £2,500.00.

Response

On 19 February 2021, a collapsed sewer was identified in the vicinity of the customer's property. In order to complete repairs, it was necessary to carry out excavations adjacent to equipment owned by a communications utility company. This resulted in the work being delayed whilst the company sought to have the equipment relocated.

The company carried out relieves to the customer's sewer every two to four days whilst awaiting a response from the communications utility company.

Repairs were carried out in February 2022.

The company acknowledges that the repairs were delayed and has offered the customer the sum of £317.46 as a gesture of goodwill.

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Findings

The company offered the customer the sum of £317.46 as a gesture of goodwill. This offer has not been accepted by the customer.

Repairs were carried out without the need to relocate equipment owned by the communications utility company. I find that the company not identifying at the outset that this could be achieved caused unnecessary delays in having the repairs carried out.

The company did not carry out relieves to the sewer in accordance with the agreed schedule.

The company has therefore not provided its services to the customer to the standard to be reasonably expected.

The company also did not provide a substantive response to a written complaint within the 10-day period required under the Guaranteed Standards Scheme.

Outcome

The company needs to take the following further action:

Pay the customer the sum of £770.00 made up as follows:

£750.00 for inconvenience and distress.

£20.00 for not providing a substantive response to a written complaint within 10 working days.

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Case Outline

The customer's complaint is that:

- In February 2021, the company discovered a collapsed drain in the vicinity of the customer's property. This was causing blockages to a manhole and was directly affecting the property.
- The customer says that the company advised him the work to rectify the problem would commence within about seven days. However, the repairs were not carried out until over one year later. He says that the company informed him that the delay was due to equipment belonging to another utility company having to be moved to allow the drain to be repaired.
- Due to the delay, the company attended the customer's property regularly to clear the manhole. However, the customer began to experience sewage smells in his house. The customer says that this impacted significantly on the customer and his family.
- A formal complaint was sent to the company on 13 January 2022. At that time, repairs had not commenced.
- The company has taken too long to resolve the matter.
- The company did not relieve the manhole at the frequency it had agreed.
- The customer experienced sewage smells in his house. This had a significant impact on him and his family.
- The customer seeks compensation in the sum of £2,500.00 for inconvenience and distress.
- The customer has submitted comments on my preliminary decision. I have addressed his comments at the end of this decision.

The company's response is that:

- The customer reported flooding on 7 February 2021. On attendance, the company found a manhole was surcharged but not flooding.
- The customer reported a further blockage on 18 February 2021. On attendance, the company established that there was a collapse on the sewer line and broken pipe within the sewer.

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- The company says that there were delays to repairing the collapse due to the required work being next to equipment belonging to another utility company. That equipment needed to be relocated. Due to the delay, the company arranged for the manhole to be relieved every two to four days.
- In February 2022, the collapsed sewer was repaired.
- The company accepts that it took 12 months to resolve the matter. However, it says that it carried out 37 relieves in the 12-month period to ensure minimal impact on the customer for the delays.
- The company has offered the customer the sum of £317.46 as a gesture of goodwill. This amount is equivalent to 15 months' worth of sewerage charges.

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.

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. The complaint concerns the time taken by the company to carry out repairs to a collapsed drain in the sewer serving the customer's property. The complaint also concerns the impact on the customer of the delays in carrying out the repair.
2. The company says that it attended the customer's property on 7 February 2021 following a report of flooding. It says that it found a manhole to be surcharged but not flooding. The company has

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not said whether or not it investigated the cause of the surcharge at the time or took any steps to clear the manhole.

3. The company says that a report of a further blockage at the customer's property was received on 18 February 2021. It says that investigations showed that there was a collapsed section of the sewer. Following that visit, the company returned to mark the location where a repair was needed.
4. The company says that the work was delayed due to the location for the repairs being adjacent to equipment owned by a communications utility company. The company says it had to issue a request to the communications utility company to have that equipment moved to enable it to carry out repairs.
5. The company says that it carried out relieves to the manhole every two to four days whilst it was waiting for a response from the communications utility company. The company's email to the customer dated 24 December 2021 refers to a recent meeting with the communications utility company. The email confirms the utility company was looking into relocation of its equipment but that it was likely to be difficult as this was a major junction. I note that this is the earliest evidence of contact between the company and the communications utility company to resolve the issue. This is approximately 10 months after the collapsed sewer was identified. The company's email also says that the company was awaiting a response from the communications utility company.
6. The company confirms that the repairs took place in February 2022. The company notes that a second defect was discovered following the first repair. This defect was also repaired.
7. The customer sent a formal complaint to the company on 13 January 2022. Among other things, the complaint refers to delays in carrying out repairs. It refers to smells inside the customer's house. It also gives examples of a number of occasions where the company did not carry out relieves to the customer's sewer in line with the agreed schedule. The customer says in his complaint that the company had not responded to his recent emails and telephone calls. He concludes by requesting a definitive date for having the repairs completed and that the company adhere to the agreed schedule for relieves.
8. The company acknowledged the customer's complaint on 14 January 2022. The company sent a response to the customer on 20 January 2022. The customer replied on 25 January 2022 advising that the company had not addressed matters highlighted in his complaint. On 28 January

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2022, the company advised the customer that his complaint had been registered as a stage 2 complaint.

9. The Company wrote to the Consumer Council for Water (CCW) on 26 May 2022. It says that there had been issues with the original marked location for the excavations. It added that to comply with safe working practices, it could not excavate in the original marked location. This was due to the proximity of the communication utility company's equipment. However, the company says that on further investigation, it identified that it was possible to excavate in a different location. That new location removed the need to have the communication utility company's equipment relocated. The company says that this should have been identified earlier, which would have prevented any delay in completing the work. I have taken this as confirmation that the company was able to repair the sewer without affecting the communication utility company's equipment.
10. A copy of the company's report from the visit on 19 February 2021 is included within the CCW documents. This confirms a collapsed drain was identified on 19 February 2021. The report also says. *"Work may be started in approx 7 days."* I find from this that it was reasonable for the customer to conclude that the sewer repair would be carried out reasonably quickly.
11. When the company surveyed the work for repair, it did not identify that the repair could be carried out without affecting the communication utility company's equipment. I find that this was a failure on the part of the company and that failure led to the customer being inconvenienced for a significantly longer period than necessary.
12. The customer has provided copies of a number of communications with the company. These show several occasions where he was chasing a response and update on when the work would be completed. They also show many instances where the customer was chasing the company as it had not turned up as expected to carry out relieves. The customer highlighted the smells that were experienced in his house. In some cases, he reported rooms as not being habitable due to the smell.
13. In its response, the company says that relieves were carried out every two to four days. It also says that it carried out 37 relieves during the 12-month period between identifying and repairing the problem. However, there is a discrepancy in this information. If relieves were carried out every two to four days during a 12-month period, approximately 90 to 180 relieves would have

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been carried out. If only 37 relieves were carried out, that would mean there was an average of approximately 10 days between relieves.

14. The company's timeline included in the CCW documents shows that relieves were not carried out every two to four days until late November 2021. The first recorded date for relieving the manhole is 26 October 2021, with the second taking place on 22 November 2021. This supports the customer's position that relieves were not carried out as frequently as the company says. It is noted in the timeline that prior to October 2021, relieves had not been necessary as the sewer was flowing.
15. I find from the evidence that the company took an unreasonable amount of time to repair the collapsed drain. It was 10 months before they met with the communications utility company to discuss the relocation of equipment. The need to relocate other equipment was, in any event, unnecessary as the company eventually established. I find that, in view of the proximity of the communication utility company's equipment, it would be reasonable to have expected the company to examine alternatives when the problem was identified. The company did not do this. I am satisfied that, by not doing this, this caused significant and unnecessary delays in carrying out repairs. I also find, on balance, that the company did not carry out relieves every two to four days as it stated. I further find that the company did not keep the customer sufficiently informed about progress in resolving the matter.
16. I find that the company has therefore not provided its services to the customer to the standard to be reasonably expected. I also find that the customer has suffered inconvenience and distress as a result of this and is entitled to receive compensation.
17. The company has offered the customer the sum of £317.46 as a goodwill gesture. This has not been accepted by the customer.
18. In order to determine a reasonable level of compensation, I have considered the seriousness of the issue in the light of my findings above. The repairs to the company's sewer took over one year from identifying the issue to carrying out repairs. It is apparent the repair could have been carried out at a much earlier stage had the company fully investigated its options at the time the problem was discovered. As above, I am satisfied that the company's not exploring other options at the outset caused unnecessary delay. In addition, the relieves the company carried out were not in line with the agreed schedule. Further, the customer had to contact the company on

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numerous occasions to have them attend and carry out relieves. The customer also experienced smells in his property that had a significant impact on his family.

19. I find the company's failures therefore had a serious impact on the customer and his family. The WATRS Guide to Compensation for Inconvenience and Distress has four tiers for compensation awards. Compensation within tier 3 is appropriate where the inconvenience and distress is serious. Based on the factors outline above, I therefore award the customer the sum of £750.00 which is within the range of compensation noted in tier 3.
20. Consequently, I direct the company to pay the customer the sum of £750.00 for inconvenience and distress.
21. I have also considered the company's response to the customer's written complaint submitted on 13 January 2022. The Guaranteed Standards Scheme (GSS) requires water companies to provide a substantive response to a customer's written complaint within 10 working days. A company not responding within that period requires the company to make an automatic payment to the customer in the sum of £20.00.
22. From the evidence provided, I find the company did not provide a substantive response to the customer's written complaint within 10 working days and I have not seen any evidence to show the customer has been compensated with a GSS payment in respect of this. I therefore direct the company to pay the customer the sum of £20.00. The company may, at its discretion, apply this as a credit to the customer's account.
23. In summary, the company shall pay the customer the following amounts:
 - a. £750.00 for inconvenience and distress;
 - b. £20.00 under the GSS for not responding to the customer's written complaint within 10 working days.
24. The total amount to be paid by the company to the customer is therefore £770.00.
25. The customer has commented on my preliminary decision. I have addressed his comments below.

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26. The customer says that he had hoped that it would be noted that the gesture of goodwill offered by the company was not volunteered. He says that it was only offered in response to his escalation of the matter with CCW. He says this was the cause of additional distress. He also says that he learned from the decision that the company should have responded to his complaint within a specified time. He says that this has further exacerbated the situation. He requests that these matters are noted in the decision. He also requests that, taking these matters into account, the level of compensation awarded should be increased.
27. It is noted earlier in this decision that I have carefully considered all of the evidence provided. It is also noted that if I have not referred to a particular matter specifically, this does not mean that I have not considered it in reaching my decision.
28. In reaching my decision, I have taken account of all matters relevant to the case. The level of compensation awarded for inconvenience and distress has been determined following consideration of those matters.
29. Following consideration of the customer's comments, I make no changes to my decision.

Outcome

The company needs to take the following further action:

Pay the customer the sum of £770.00 made up as follows:

£750.00 for inconvenience and distress.

£20.00 for failure to provide a substantive response to a written complaint within 10 working days.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 6 September 2022 to accept or reject this decision.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my

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decision. If the company does not do what I have directed within this time limit, you should let WATRS know.

- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

I H Raine

Ian Raine, CEng, MIMech E, FCIArb, MCIBSE

Adjudicator

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