

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X132

Date of Final Decision: 27 September 2022

Party Details

Customer:

Company:

Complaint

The customer claims that the company has failed to maintain its pipework since 2017, which has led to blockages and the smell of raw sewage within the boundaries of her property. Once the company commenced work to prevent further issues, it damaged her property and caused inconvenience and distress. Furthermore, the company provided poor customer service once this issue was raised. The customer is seeking the company to pay compensation of £1,838.00 for additional clean-up costs.

Response

The company says it has not at any time been negligent, as it has conducted various investigations into the reasons behind the flooding and carrying out work to prevent further flooding and offensive smells. The company caused no damage to the customer's property, carried out various clean-ups and the customer's property was put back to its original state or better. The company has not made any further offers of settlement.

Findings

I am satisfied that the evidence shows that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning the clean-up within the boundaries of the customer's property. Concerning customer service, the evidence shows no other failings for which the customer has not been already adequately compensated.

Outcome

The company needs to take no further action.

The customer has until 18 October 2022 to accept or reject this decision

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Case Outline

The customer's complaint is that:

- The company has failed to maintain its pipework since 2017, which has led to blockages and the smell of raw sewage within the boundaries of her property.
- Once the company commenced work to prevent further issues, it damaged her property and caused inconvenience and distress.
- Furthermore, the company provided poor customer service once this issue was raised.
- The customer is seeking the company to pay compensation of £1,838.00 for additional clean-up costs.

The company's response is that:

- The company says it has not at any time been negligent, as it has conducted various investigations into the reasons behind the flooding and carrying out work to prevent further flooding and offensive smells.
- The company caused no damage to the customer's property, carried out various clean-ups and the customer's property was put back to its original state or better.
- 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 maintain its pipework surrounding and within the boundaries of the customer's property and then, when making repairs, damaged 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.
3. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to investigate thoroughly if the company's assets are to blame and, if repairs are required, make such repairs to prevent further leaks
4. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its own Customer Guarantee Scheme.
5. From the evidence put forward by the customer and the company, I understand the customer first experienced sewage blockages in 2017 when the customer reported a drainage issue at her home, which was causing foul smells. The company investigated its pipework surrounding the customer's property and commenced a weekly sewer clean to reduce the impact of sewer blockages at the customer's property.
6. On 29 March 2022, the company started works to relay the sewer pipework at the customer's property to improve her service and remove the risk of any further issues. During the company's various visits to the property, it found that the private soil stack pipe was lower than the bathroom window rather than higher than the bathroom window, which would have allowed for smells to dissipate above the property.

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7. During the site clean-down post work completion, the company accidentally removed the customer's pipe intended for the soil stack extension above the window. Once the company became aware of this, they arranged for some additional pipe to be provided and installed at the property.
8. I understand that the company completed additional works such as a full-width pathway reinstatement to avoid a trench with expansion joints, additional slabbing to bring the garden to a level post, floating extra concrete under the boundary wall structure to stabilise and tarmacking a void at the front gate.
9. I understand that the customer remained unhappy, as the relaying of the pipework and the subsequent clean-up had taken longer than the three weeks initially indicated by the company and was not complete until April 2022, with the clean-up not completed until May 2022. The evidence shows that the customer remained dissatisfied and progressed the matter to CCWater on 16 May 2022, without result.
10. Regarding whether the company has failed to maintain its pipework surrounding the boundaries of the customer's property, as stated within the company's defence documents under section 94 of the Water Industry Act 1991, in the absence of negligence, the company is not liable for the escape of the contents of public sewers. After careful analysis of the correspondence and evidence, I cannot find any indication the company has been negligent regarding the sewer.
11. As shown by the evidence, the company investigated the cause of the flooding and instigated a weekly clean of the pipework until March 2022, when it was able to relay the pipework surrounding the customer's property. Furthermore, the smells experienced by the customer were found to emanate from the private reduced height soil stack pipe.
12. Whilst I appreciate the customer's position, I believe the company did investigate the flooding as best it could and acted appropriately according to the results of its investigations. Furthermore, whilst not explicitly referred to within the company's response or customer's application, the correspondence included within the CCWater documentation indicates that the delay between 2017 and the company commencing its works in March 2022 was part of an earlier WATRS adjudication.

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13. I note the customer's comments that the company did not clean up and repair her property once the relaying of the pipework was complete. The evidence shows that the two main issues in dispute were the garden gate lock and general clean-up after the work was completed. The CCWater documentation shows that the gate was always at an angle, before and after the works had taken place, and therefore will never fully close. Furthermore, the evidence shows that the company carried out multiple clean-ups at the property and by completing additional works such as a full-width pathway reinstatement to avoid a trench with expansion joints, additional slabbing to bring the garden to a level post, floating extra concrete under the boundary wall structure to stabilise and tarmacking a void at the front gate, bettered the property.
14. Therefore, I find there are no grounds to conclude 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 clearing of any blockages and making good after undertaking its works at the customer's property.
15. The company has certain obligations in respect of its customer services. I note the customer's comments that the company's contractors provided poor customer service as they had to make multiple visits to the property, stole items from her property, were rude and made visits outside working hours. Concerning the stolen items of property and rudeness, the WATRS scheme is evidence-based, and I am satisfied the customer has neither supported her position in this regard with evidence nor explained why she is unable to do so.
16. The evidence shows that the multiple visits to the property were for the company to undertake the additional works as explained above, and the company did not explain or confirm the visits outside of working hours. The evidence shows, where appropriate, that the company made CGS payments as required by the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008. The company says the customer has also received a payment of £25.00 under the CGS for a delay in replying to her correspondence. I am therefore satisfied there have been no failings regarding customer service, for which the customer has not been already adequately compensated.
17. The customer has made comments on the preliminary decision and 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.

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18. 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 clean-up within the boundaries of the customer's property. Regarding customer service, I find no other failings for which the customer has not been already adequately compensated. Consequently, the customer's claim does not succeed.

Outcome

The company needs to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 18 October 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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