

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X142

Date of Final Decision: 29 September 2022

#### Party Details

Customer:

Company:

#### Complaint

The customer (who also represents her neighbour) complains that, based on information provided by the company to a provider of registered searches, she was led to believe that a property that she subsequently purchased in 2019 was connected to mains drainage. This was confirmed by an inspection in December 2019 and the customer was charged for wastewater services. Workmen attended to clear a blockage also in 2019 but in 2020 when she again complained of a blockage, it was discovered that her waste pipe was not connected to the company's network and the nearest sewer is some distance away and cannot be gravity fed. The customer also complains that the company has not given adequate reasons for refusing to permit the customer to connect to a redundant pipe and has, overall, provided poor customer service, especially in respect of its communications with her. The customer asks for (a) connection to the foul sewer, (b) a refund for foul charges.

#### Response

The company says that it is not liable for this claim. It was for the developer of the customer's property to ensure that a connection was made to the sewer and this did not happen. The company played no part in the customer's transaction. Any official search would have been carried out by the company's associated business REDACTED and would have taken into account the billing arrangements in place. The company has taken steps to investigate and has found that the customer's drain is not connected. It does not propose to reinstate the redundant sewer pipe.

#### Findings

Although the third-party search company states that it relied on the company's sewer maps when asserting that the customer was attached to the company's sewerage and the incorrect understanding that the property was connected was later reinforced by an official search REDACTED it does not follow that the company assumed liability to the customer for any error or inaccuracy of the third party report. The company would have had no knowledge of the customer and was not asked to carry out a survey at the time of the transaction

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or to provide an indemnity. Moreover, the investigations carried out by the company, even if assumptions were inaccurate, would not have given rise to the liability to provide or pay for the reconnection. Moreover, I have no jurisdiction to decide on risks borne by parties to a conveyancing transaction. On the other hand, the charges imposed on the customer for wastewater charges were as a result of mistake and it would reasonably have expected that these charges would have been repaid and the charges discontinued. In any event, I have no jurisdiction to require the company to extend its network to provide or pay for the installation of a new connection pipe serving the customer or to reinstate a disused pipe. I do not find that there has been poor customer service.

### Outcome

The company shall repay the sums paid by the customer by way of wastewater charges and shall cease all billing of the customer for wastewater services.

## ADJUDICATOR'S FINAL DECISION

**Adjudication Reference: WAT 5142**

**Date of Final Decision: 29 September 2022**

### Case Outline

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

- Her application relates to REDACTED
- Searches carried out by her conveyancing solicitors (by REDACTED, based on the company's maps) showed that her property (REDACTED ) and that of her neighbour (REDACTED ) were attached to mains drainage. This was consistent with REDACTED reports obtained later dated 14 June 2021 for REDACTED and 4 February 2021 for REDACTED , which also stated that both properties are connected to the foul sewer.
- In October 2019, the customer noticed that her bills were very low and she contacted the company, which informed her that this was because she has a septic tank. As the customer told the company that this was incorrect, a visit by an inspector was arranged. As a consequence of this visit in December 2019, the company confirmed on 12 February 2020

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that she should be billed for wastewater and drainage and her bills were increased with backdated effect. The customer made a payment arrangement in respect of the arrears.

- Around March 2020, the customer's drains became blocked. The company arranged to unblock the drain and advised that baby wipes were blocking the pipe.
- Around May or June 2020, the customer again believed that she was experiencing a blockage and another team attended. This team informed the customer that she may not be connected to the main sewer. The workmen advised that the customer would need to arrange for a private company to unblock the drain and investigate. The customer therefore arranged for a company (REDACTED) to empty the drain, which she paid for personally
- Following further discussions, the company arranged for another team (REDACTED) to carry out a dig investigation in June 2020. They were outside the front of REDACTED and REDACTED for a few weeks following the pipes and found that the pipe leading from both the properties is just an open pipe, not connected to anything, and stops outside the front of the houses near the road. The company then concluded that this was a private matter and refused to help any further. This was later substantiated by a camera survey by a private company (REDACTED).
- The neighbour at number REDACTED also had a camera survey performed by REDACTED who advised that there was a collapsed pipe and / or possibly a redundant line outside the houses.
- Quotes to connect to the sewerage system range from £14,000.00 - £30,000.00, depending on the location of the connection point for the sewer.
- The customer says that she should not be liable to make this payment as:
  - She and her neighbour purchased the properties in the knowledge that they were connected based on all the searches and other documentation received during the conveyancing process. The search agencies use and rely on the information provided by the company.
  - The information held by the company was inaccurate and incorrect.
  - The customer was misled and would not have purchased the property without connection to mains drainage.
  - The company sent out an inspector to visit the property and the company confirmed, in writing, that she was connected. The company backdated the customer's bills to when she moved in and, to the date of the application she is still being billed for foul drainage services.
- The customer says that she has received poor customer service. After one year of trying to ascertain the position, (July 2020 to August 2021) the customer made a formal complaint. The following then occurred:

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- REDACTED picked up the complaint on 23 September 2021 and there was an initial phone call and email exchange.
  - On 29 September 2021, the customer was referred to the Asset Protection Team and the customer was told that she would be contacted.
  - On 13 October 2021, after the customer had received no contact, she was told that she needed to contact “REDACTED” who are a different company.
  - Severn Trent Services denied that it was liable for the incorrect information provided on the search reports and argued that the third-party company who carried out the drainage searches, during the conveyancing process were responsible. The customer was told that she needed to contact the search company (REDACTED) and ultimately claim against their indemnity insurance.
  - REDACTED continued to advise that they are not responsible for the information provided on the search report and that the report is based on information provided by the company.
- The customer escalated the complaint with the Consumer Council for Water (CCWater) on 14 January 2022 and the complaint was sent to the company from CCWater. The company responded to the complaint on 1 February 2022 and was very unhelpful, effectively just reiterating and quoting the responses previously provided when the customer contacted the company directly although a further visit was arranged for 10 February 2022.
  - During the visit the inspector suggested that the customer should purchase a sewer map on REDACTED website, which she did and paid for personally. This was a waste of time and money as the sewer maps were inaccurate and not up to date. The map does not show all the locations of the foul sewers and where the sewer lines have been shown, the lines aren't in the exact mapped location, which was confirmed by the company when they did a further investigation.
  - The customer then raised further queries to the company on 20 February 2022 and the customer responded on 10 March 2022 with a detailed account of each visit and the work undertaken at the property. The customer asks why it has taken so long before something was provided in writing. She says that if the company had better communications and record-keeping, she might not have had to deal with this issue for more than three years.
  - Following various other steps, the customer also contacted a local councillor. He visited the property on 10 March 2022 and took pictures of the overflowing drain on her neighbour's drive / edge of the pavement and directly “tweeted” the company. The company responded to the tweet and sent out another two teams to investigate. The customer's details were also passed on by the councillor to a local journalist in the hope that running a story with a newspaper would put pressure on the company.

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- Following her request, the customer was provided with a gesture of goodwill by way of a survey to identify a suitable sewer connection although initially the customer was told by the company that this was something that she would have to pay for.
- When this occurred on 13 April 2022, the inspector stated that the sewer maps for the local area were incorrect and that following the survey visit he would amend the sewer maps and provide details in the report telling the customer the location of the foul sewer that she could connect to. During the survey visit, it was found that there were two manholes next to each other located on REDACTED, to the west of the customer's home on the pavement outside the estate. One of the manholes was the surface water line which was mapped on the survey map however the other manhole was unknown. Following the survey, the inspector advised that they first needed to investigate what the unknown manhole / line was before he could provide the report to confirm the location of the foul sewer that she could connect to. Following the completion of the investigative dig in May 2022, the inspector called the customer on 13 July 2022 to confirm that the report would soon be sent to CCWater.
- The company has advised that the only foul sewer that the customer could connect to is just outside the boundary of REDACTED, travelling eastwards. The distance from where the pipe currently stops on the grass verge outside number REDACTED and REDACTED to the foul sewer is around 85 meters and would require a pump due to gravity levels. The other option is the foul sewer behind her house, near REDACTED, however this is unlikely to be possible due to having to obtain permission from several neighbours.
- The company confirmed that there is a redundant surface water line on REDACTED that travels up 40 meters towards numbers REDACTED and REDACTED (from the pavement outside the estate on REDACTED / REDACTED), stopping just outside the properties on the grass verge. The customer has asked the company (through CCWater) whether she and her neighbour could use this pipe and connect the properties to the redundant line and then connect the other end of the pipe to the foul sewer. This would save having to dig up and lay a new pipe as they could just use the existing / unused line that is already in situ.
- The company has said that this is not possible without having provided an explanation.
- The customer complains also that the company has not corrected her bills or those of her neighbour but only suggested to CCWater that the customer should contact the company's billing team. This is another example of poor service.
- The customer says that she and her neighbour take it in turns to pay for a private tanker company to empty the overflowing drain and this costs around £140.00 each time and is carried out every few months.
- The customer says that from June 2020 to March 2021 she was pregnant and from March 2021 the customer had a new-born baby. The amount of stress this issue has caused has been very significant.
- The customer asks for:

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- Connection to the foul sewer
- Refund for foul charges

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

- Numbers REDACTED and REDACTED REDACTED are not connected to the public sewer. This has been established by the company following numerous site visits and investigations. At the time of building the properties, the developers needed to apply for a connection to the public sewer, but the company never received a new connection request for wastewater. The onus for connecting to the public sewer was on the developer or the property owner. The customer has been advised of what works are required on the private side in order to connect to the public sewer.
- The customer has also asked whether the company would consider connecting a redundant pipe but the company would not connect a pipe which no longer accepts flows.
- The company denies liability for this claim.

**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.

I make clear that I have also taken into account the customer's comments on my Preliminary Decision when arriving at my Final Decision.

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## How was this decision reached?

1. I empathise with the position in which the customer has found herself. I accept fully that she purchased REDACTED REDACTED, which she describes as a newly built property, as was number REDACTED, in the belief that it was connected to mains drainage. In so doing, the customer relied upon a search provided by a third party that had in turn been based on information obtained from information held by the company. This information was inaccurate. The position is that a waste pipe has been installed at the property (and similarly for her neighbour) leading away from the customer's home and that of her neighbour, but no connection has been made to a sewer. This pipe comes to an end near the road and just outside the curtilage of the two properties. The pipe is currently being emptied approximately once per month.
2. I note that the property in question was not a "new-build" in the sense that this term is often understood. The developer of the property had completed the construction in 2017, whereupon it had been occupied by the developer's daughter before sale to the customer. The customer has submitted evidence that the developer says that he had been assured by his builder that connections to the mains sewer had been created and the company has located an inquiry concerning a sewer connection in respect of REDACTED but not in relation to REDACTED. No application was pursued in respect of either property.
3. Number REDACTED was purchased by the customer in 2019 and the searches were conducted in that year. I do not have access to the conveyancing documentation and am not able to say, therefore, what, if any, information was provided to the customer by her vendor in response to preliminary enquiries. I fully accept, however, that the customer would not have chosen to purchase the property, at least at the price she paid for it, if she had realised that no proper drainage arrangements had been made for foul waste. The company's billing section, when the customer contacted this, informed her that the property had had a septic tank, but it has since been confirmed by the company following investigations that there is now a hole in the ground, but no septic tank. I therefore accept that the property currently has no correct provision for management of foul waste.
4. The company and the customer now also agree that there is no nearby sewer mains pipe to which the customer can be connected without also the installation of pumping equipment, unless the company reinstates a sewerage pipe that is treated as redundant, which the company is not

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willing to do. I am mindful that the “missing” pipework could (with pumping assistance) run from the point at which there is a manhole serving both the customer and her neighbour in the verge at the edge of their private land to connect into the main sewer but connection to the main sewer would be expensive for both the customer and her neighbour. The primary issue between the parties is as to who should pay for this and / or take responsibility carrying this out.

5. The customer says that the company is responsible because the company has not been able to provide reliable information about the connection to the sewer and, she says, misled her. She argues that this is because
  - i. At the time of the purchase, the search carried out by REDACTED was based on information obtained from the company.
  - ii. The company has since charged her for foul water drainage.
  - iii. A subsequent search by the customer and her neighbour undertaken by the searches business associated with the company (REDACTED) also showed the existence of a connection when there is none.
  - iv. At the time of the first attendance of the company’s worker, the customer was told that there was a blockage in the pipe – she was not told that her private foul water drainage was not connected to the sewer.

I find that all these claims are based on the company’s alleged omission or inability to provide accurate information about the state of the drainage at the customer’s property. None of the statements attributed to the company involve a promise to construct a connection to the company’s sewerage system if it was not in fact in place.

6. I consider first my jurisdiction to direct that the company should extend its network to provide new pipework. I find that I do not have jurisdiction to direct this. If the company were to construct such a pipe, it would be an asset of the company. I am mindful, however, that although the company has a statutory responsibility to provide, improve and extend its sewerage system under the Water Industry Act 1991, this Act also makes clear that decisions relating to the provision and maintenance of a sewerage network are matters that are overseen by Ofwat. In a case that concerned repeated escapes of sewage called *Marcic v Thames Water*, ([2003] UKHL

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66) the UK's most senior court ruled that the courts have no power to review the strategic decisions of companies in relation to improving the network. Underlying this outcome is that the company has an obligation when carrying out this duty, to consider the competing interests of all its customers and to balance its priorities and resources. Ofwat is in a position to consider the company's carrying out of such an exercise, but the court is not in a position to undertake this task.

7. Although WATRS is a specialist adjudication scheme, its position is similar to that of a court. This is because its function is to resolve individual disputes between customers and companies, not to undertake a strategic review, such as would be necessary when considering competing interests for investment. The WATRS Scheme rules at rule 3.5 prohibit adjudicators from making decisions in cases which are the responsibility of Ofwat.
8. As for whether the company should make a compensatory payment to the customer towards the customer's connection costs, I find that this is dependent on whether it can fairly and reasonably be said that an action of the company had caused the customer to suffer the loss. The customer says that this is the case because REDACTED relied on the maps and information that the company had provided, and she would not have bought a property with no drainage.
9. Move report UK says that it looked at the drainage maps kept by the company and considered the billing situation. The company's associated Search company has stated to CCWater that this was a personal search and not an official search by the company. It contends that personal searches carried out by third parties would usually be answered based upon the proximity of a public sewer rather than current billing records, which is likely why the conveyancing searches showed the properties as being fully connected. There is no clear evidence as to precisely the steps taken by REDACTED, save that in correspondence they blame the inaccuracy of the company's maps.
10. I find, however, that even if the company's maps were inaccurate, it does not follow that the company would be responsible to compensate the customer for the fact that the properties were not connected, nor for the failure by REDACTED, a third party, to identify that the property was not connected to the mains sewerage. I reach this conclusion for the following reasons:
  - a. The search report was provided to the customer by the third party under contract with the customer or her conveyancer. It was for the third party, therefore, to perform that

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contract in accordance with its terms and conditions by providing information to the customer / her conveyancer about, among other matters, foul drainage. The company was not a party to the contract.

- b. I find, however, that, although the third party has explained to the customer that its role was to inspect the available water and drainage maps and extraneous information including in relation to billing, the property information reports and any surveys carried out by the company, it does not follow that the company by providing a map of its network made any promise as to the state of affairs at any individual property. This was the role of the search company. Moreover, even if the search was limited to what the records showed, it does not follow that an inaccuracy in the maps and plans consulted means that the company was holding out that these were conclusive as to the foul water drainage arrangements in that area.
- c. This is particularly the case where the company would have had no knowledge of the customer. I find that there is no evidence that the company was asked to or had assumed responsibility for the accuracy of the precise information supplied to the customer by REDACTED.
- d. This is all the more the case because the company says that if the customer had approached its associated company, REDACTED, to provide the information directly, the Search company would have taken into account the company's billing information, which at the time of the conveyance showed that the property was connected to a septic tank. I take into account that the customer says that this statement is inaccurate because number REDACTED was being billed for connection to mains services even though the connection had not been made, but I also find that this billing was likely to have been an error.
- e. Furthermore, although the WATRS Scheme covers a dispute about wastewater services, billing and customer services, it does not extend to a dispute about the accuracy of information provided to customers within a conveyancing process or as to which body should bear the risk of an error in plans consulted for the purpose of a search. It therefore follows that I have no jurisdiction to find that the customer is entitled to be compensated for any error that may have been made as part of that process.

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11. Overall, therefore, I find that the company is not under an obligation to provide or pay for sewer connections to the mains sewer, which are essentially a private responsibility and, as the company points out, should have been undertaken by the property developer or property owner. Determining whether the customer's vendor had a responsibility for the sale of a property with no connected foul water drainage is not a matter that falls within the scope of this dispute resolution process.
12. For the above reasons, I find that the evidence does not support that the company failed to provide the services that would be reasonably expected, even if the maps and plans consulted by REDACTED were inaccurate
13. Furthermore, although the company has charged the customer for wastewater services, this was not the case at the time of the conveyance, but only became included in the customer's bills following the customer's contact with the company in which she queried the low amount of her bills. I find that this inquiry would have indicated to the company that the property was connected to mains drainage. While the company did not correct the position when it undertook an inspection in December 2019 (because I find the inspection considered whether there was a septic tank rather than whether the private sewer was connected to the mains drainage – see below), this could not have misled the customer into purchasing the property because she was already its owner. Even if the company reinforced the customer's mistaken view, this therefore had no causative effect, except in relation to billing.
14. As to billing, the documentation indicates that the customer asked CCWater not to request that she be refunded the amount that she has paid for wastewater drainage until this dispute has been resolved. However, it is clear from the evidence that, as there is no mains drainage at the customer's property, any billing by the company has been because of a mistake about the circumstances. I find that it would not reasonably be expected that the company would retain this amount. The company has indicated that it is willing to repay these amounts. I further find, therefore, that it is fair and reasonable that the company should be required to repay to the customer all sums that she has been billed in respect of wastewater services and should forthwith cease all billing for wastewater services.
15. At the suggestion of REDACTED, the customer and her neighbour obtained a REDACTED Official Water and Drainage Search on both REDACTED and REDACTED REDACTED. Both searches were completed after the owners purchased their properties and were not part of the

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conveyancing processes. The company's report states that its records show that the foul drainage from the property does enter the company's sewerage system. While this is inaccurate, I find that it does not change the circumstances, which are that there is no connection and that it was for the developer or property owner to arrange for this.

16. The customer also relies upon the company's understanding that there was a blockage when workers attended the property in 2019. She argues that this also was misleading. She says that, accordingly, the company should take responsibility for providing drainage. The company on the other hand, says that its records indicate that the workers did not tell the customer that she was connected to mains drainage.

17. I find that the records held by the company show that there have been a number of visits by technicians to the property and that initially, I find, these proceeded on the basis that there may have been a connection to the sewerage. These visits were as follows:

- a. On 30 April 2019 a blocked drain was reported. The company's records state that the technicians arrived on site and found a manhole on the driveway which was surcharged and then rodded and jetted. The attempts could not clear the drain with a forward-facing jet because there was clay on the end of jet head. It was thought that the sewer had collapsed and a follow-on visit was raised for sewer repair.
- b. A second visit occurred in May 2019 because no sewer could be found in the road. Consideration was given to whether the footpath would need to be closed and on 8 May 2019 a slip trench was completed but the crew were unable to locate the pipe.
- c. On 12 December 2019, the crew visited to determine whether the customer still had a septic tank. Water was found, but no septic tank was located. The note states "customer had a company out to confirm and was advised there is no septic tank - private issue customer updated".
- d. On 5 May 2020, the company was called to a surcharged manhole at the front of the property so tried to clear the issue. The company suspected a hidden manhole close to the verge and raised a follow-up for repair. On the subsequent visit, the company arrived on site and jetted and CCTV'd the line. It found a large void and determined that there should be a further visit to ensure that there was a connection.
- e. The customer was updated on 21 May 2020 when she rang to find out what was happening.

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- f. Following some minor delays concerned with overruns and highway permits, work was then carried out from 4 June 2020, and it was confirmed that there was no connection to a foul or storm sewer. The customer was informed.

18. It is clear from the above that over a period of more than one year, visits took place to the property which were inconclusive as to the situation. As there was found to be no septic tank in December 2019, it was therefore probable that a connection would have been made to the mains sewer. Although it is now known that this is not what has happened, I find that the company's site teams and contractors would not reasonably have expected that a relatively recently constructed property had been left with incomplete drainage arrangements. However, even if the company should have suspected this, I find that nothing in the above history would have caused the customer to believe that the company would take responsibility for the construction of a new sewer or make payment for a new connection and none of the above investigations caused the customer to be misled about the situation at the time that she completed her purchase.

19. I am not satisfied that the evidence supports that the company failed to supply its services to the expected standard in relation to the actions and views that may have been expressed to the customer by the workers attending the property.

20. The customer further complains that the company has not provided satisfactory reasons for its statement that the customer should not connect to the now redundant sewer pipe that was not shown in the company's plans of the pipework in the locality of the property.

21. The documentation shows that the customer asked the company whether she could connect to this. On 25 July 2022, the company stated:

*As the sewer pipe is redundant, I would advise against connecting to it, as it's not in use or serviceable.*

*As I advised in my previous reply, REDACTED and her neighbour are not connected to the public sewer and they'll need to hire a private contractor to resolve this for them. If REDACTED has any further concerns or queries, I suggest she makes contact with our New Connections team who will be able to assist her further.*

On 28 July 2022, the customer asked:

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*We are simply asking as to whether it wou[d be possible for this redundant pipe I line to be connected to the foul sewer and then once the pipe is connected to the foul sewer could we then connect our properties to the pipe. The infrastructure is already in place I there is already an unused pipe in situ so it would make sense to connect one end of this pipe to the foul and the other end to our properties rather than digging up tens of meters of road anti installing a new pipe.*

On 1 August 2022, the company said:

*To clarify, the sewer pipe is redundant and to my knowledge, REDACTED have no plans to put the pipe back into commission.*

*REDACTED has been advised of the works required to connect to our sewers and if she has any further queries about this, I would suggest she contacts our Developer Services team on the telephone number provided in my previous response. They'll be able to provide answers to all her further concerns or queries.*

22. Although I note that the company could potentially have been more conciliatory in the expression of its reasons regarding the redundant pipe, I find that the company has answered the customer's question. I am mindful that if the company had re-opened the redundant pipe, it would then have accepted responsibility for its repair and upkeep, in circumstances in which the company had previously, at some historic point, decided that it was not useful to the network. There is no evidence as to the potential costs of this, but I find that this issue, which relates to priorities and resources, concerns the maintenance of the company's network and therefore for the reasons given above, is a matter that cannot be determined under this Scheme. As to the reasons given to the customer, I find that the description of the pipe as not "serviceable" would be seen by an average customer as reasonably explanatory. I do not find that the company has fallen short of expected standards in this regard.

23. I now turn to the customer's complaint that the company has provided poor customer service. In particular, this complaint focuses on concerns that the customer has been passed from department to department and communication has been poor.

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24. As for passing the customer from department to department, I am mindful that this issue is complex, involves a number of parties and has involved an uncertainty about a state of affairs for which the owners of the customer's property and not the company, have been largely responsible. The customer has looked to see who might be liable and there are a number of potential contributors to her current predicament. Her concerns would reasonably be expected to involve a number of different parts of the company as well as REDACTED, which is not part of the company.
25. I do not find that the fact that the customer has been asked to contact different sections of the company is indicative of poor customer service, and nor do I find that it is poor customer service or poor communication that she has now been asked to make arrangements herself for connection to the sewerage. In particular, the customer and not the company is in a position to make decisions and arrangements about how this is to be done. I find that this is not a matter that the company could reasonably be expected to organise.
26. Overall, I do not find that the evidence shows that the company has failed to provide its services to the expected standard and I am not therefore able to find that she succeeds in her claim for redress, except in respect of wastewater services charges, which she should not be required to pay. I do not know the amount of these, and I made clear in my Preliminary Decision that if the parties wished to provide evidence as to the amount that the customer should be refunded, I would take this into account in the Final Decision. Neither party has, however, commented on this. I therefore do not make changes to the Outcome described in my Preliminary Decision.

#### **Outcome**

The company shall repay the sums paid by the customer by way of wastewater charges and shall cease all billing of the customer for wastewater services.

#### **What happens next?**

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

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- 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.

*Claire Andrews*

**Claire Andrews, Barrister, FCI Arb.**

**Adjudicator**

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