

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/X382

Date of Decision: 28 February 2023

#### Party Details

**Customer:** The Customer  
**Company:** The Company

#### Complaint

The customer has a dispute with the company regarding its refusal to refund charges he incurred when hiring a private contractor to clear blockages to his private sewer pipe. The customer says that a problem with the company's main sewer pipe caused the blockages and thus he believes the company should cover his costs. The customer says that despite ongoing discussions with the company, and the involvement of CCWater, the dispute is unresolved and therefore he has brought the claim to the WATRS Scheme and asks that the company be directed to refund his costs in the amount of £588.00.

#### Response

The company states that the customer retained the contractor on two separate occasions prior to him informing it of the blockages on his private pipework. The company says had the customer contacted it before hiring the contractor it would have sent a response team on the same day. The company made an offer of settlement in the amount of £50.00 that the customer declined. The company confirms that it will not refund the customer's costs.

#### Findings

The claim does not succeed. I find that the evidence does not establish that the company was given a reasonable opportunity to investigate the blockages before the customer took the decision to retain his own contractor on two separate occasions. I thus find that the evidence shows that the company has not failed to provide its services to a reasonable level, and it has managed the customer's account to the level to be reasonably expected by the average person.

#### Outcome

The company does not need to take further action.

The customer must reply by 28 March 2023 to accept or reject this decision.

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**Case Outline**

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

- He has experienced an ongoing dispute with the company concerning issues with billing and wastewater/sewerage services. Despite the customer's recent communications with the company, and the involvement of CCWater, the dispute has not been settled.
- In the late morning of 14 May 2022, he identified that the inspection chamber located in the driveway at his property was overflowing because the pipe from his property to the company's main sewer was blocked.
- The blockage meant the household facilities could not be used, and this situation was made more problematic by the fact that he had a party for thirty people planned at the property later in the day.
- On his expectation that the company would not respond to him within a two-hour period, he had an independent third-party contractor attend the property and clear the blockage.
- On 16 May 2022 he had the independent contractor return to the property to clear another blockage of the same pipe and its investigations identified the problem lay with the "P trap" connection between his pipe run and the company's main sewer pipe.
- He contacted the company, and its engineers attended the property on 18 May 2022 and confirmed that its main pipe needed flushing.
- As the two blockages stemmed from a problem on the company's asset, he requested that it reimburse him for the costs he incurred using the private contractor, in the amount of £588.00.
- The company did not accept that it would not have responded within his urgent time frame if he had contacted it, and thus refused to refund the costs claimed and made a compensation offer of only £25.00.
- Believing the company was not properly addressing his concerns he, on 22 October 2022, escalated his complaint to CCWater who took up the dispute with the company on his behalf.

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- The records show that CCWater contacted the company on 09 December 2022, requesting its explanation of events and to check the level of customer service it provided.
- Also on 09 December 2022, CCWater wrote to the customer and advised him that, following discussions with the company, it understood that the company would not refund the claimed costs as he had not contacted it prior to having the contractor attend his dwelling.
- CCWater also advised him that it could not take any further measures to have the company change its position and was thus closing his case.
- Continuing to be dissatisfied with the response of the company he has, on 23 January 2023, referred the matter to the WATRS Scheme where he requests that the company be directed to refund his costs in the sum of £588.00.

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

- It provided its response to the WATRS claim in its submission dated 24 January 2023.
- It understands that the customer experienced a blockage to his sewer pipe on 14 May 2022.
- It confirms that the customer did not contact it to report the blockage until 16 May 2022.
- It acknowledges that the customer retained a private contractor to undertake the clearance operations before he had made contact with it, and this meant that the company did not have the opportunity to attend the property and investigate the source of the blockage.
- Had the customer contacted it on 14 May 2022, it would have sent a team to the property on the same day, and if the fault was on a company asset it would have been remedied without cost to the customer.
- Similarly, if the fault had been identified as being located on the customer's pipe, then the company would have undertaken the clearance for £114.00.
- It is the company policy not to refund outside contractors' charges if it has not been made aware of the problem prior to the contractors starting work.

**The customer's comments on the company's response are that:**

- On 25 January 2023, the customer submitted comments on the company's response paper. I shall not repeat word for word the customer's comments and in accordance with Rule 5.4.3 of the Rules of the WATRS Scheme I shall disregard any new matters or evidence introduced.

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- The customer reiterates his position as previously submitted. The customer asserts that he originally believed the blockage was on his private pipe and as such the company would not treat the problem as a priority. The customer asserts that as he had a party planned for later in the day full internal toilet facilities were necessary and thus, he took the decision to utilise a quick-response contractor to deal with the problem. The customer notes that after he contacted the company it did not respond within the time stated in its own policy and thus reinforces his belief that it would not have attended quickly on 14 May 2022.

### 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 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 relates to the customer's dissatisfaction that the company declines to refund costs he has incurred in clearing sewer pipe blockages at his property that were caused by a problem with its assets. The company states that its policy is not to refund contractors' charges when they have been employed prior to it being made aware of the relevant problem.
2. I note that the WATRS adjudication scheme is an evidence-based process, and that for the customer's claim to be successful, the evidence should show that the company has not provided its services to the standard that would reasonably be expected of it.

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3. I can see that the parties agree that the customer contacted the company on 16 May 2022 to report that he had experienced two separate incidents of blockages to the sewer pipe at his property.
4. The customer has stated that he first identified a blockage on 14 May 2022 and retained an independent contractor to attend the property and clear the blockage.
5. The customer says he had to have the contractor return on 16 May 2022 as the pipe was again blocked.
6. The customer states that the contractor undertook a camera survey and opined that the cause of the two blockages lay with a problem on the company's main sewer pipe.
7. Following the contractor's survey and conclusion, the customer contacted the company on the same day, 16 May 2022.
8. The parties agree that the company attended on 18 May 2022, confirmed a blockage on its asset, and had the main pipe flushed clear.
9. The customer has stated that he identified the first blockage in the late morning of 14 May 2022 and was concerned about the availability of toilet facilities within his dwelling, particularly as he had a party for thirty guests planned for later in the day.
10. The customer believes that the company would not have treated his case as a priority and would not have quickly responded and attended his property. The company has refuted the customer's belief and has stated that it would have sent an emergency response team on the same day.
11. I take note that there is no evidence submitted by either party to substantiate their respective positions or understandings.
12. I take note that the customer has stated that as the company did not respond to his call of 16 May 2022 until it attended on 18 May 2022 this can be used as evidence to support his contention that the company would not have quickly resolved the blockage on 14 May 2022. I do not agree. The response time for one incident cannot be seen as proof as to its response time to a different incident occurring on a different day.
13. Overall, I am satisfied that the customer failed to give the company any opportunity whatsoever to attend his property on 14 May 2022, and that it was his own personal decision to retain an independent contractor without any prior notification being given to the company.
14. I find that the customer further compounded the situation by having the contractor return for a second time, again without reference to the company.

15. I take note that the company has accepted it delayed responding to the customer's complaint of 16 May 2022, and that it made a £50.00 goodwill offer to the customer that he rejected.
16. In his application to the WATRS Scheme the customer has requested that the company be directed to refund the contractor's charges in the amount of £588.00.
17. I find that it is not reasonable for the company to refund charges incurred by the customer when he took the personal decision to retain a contractor on two separate occasions without any prior opportunity being given to the company to investigate the blockage issues.
18. Thus, I find that the customer's claim does not stand, and I shall not direct the company to refund the contractor's charges.
19. My conclusion on the main issues is that the company has not failed to provide its services to the standard to be reasonably expected by the average person.

### The Preliminary Decision

- The Preliminary Decision was issued to the parties on 16 February 2023.
- The customer has, also on 16 February 2023, responded to the Preliminary Decision.
- The customer says that he retained the contractor because he did not realise that the problem was on the company asset. However, I remain satisfied that the customer did not contact the company at any time prior to contacting the contractor and I take note of his concerns that the company would not attend speedily enough, and a planned party may be disrupted.
- In his application to WATRS the customer stated that he retained the contractor on the expectation that the company would not attend within two hours.
- I am satisfied that the facts upon which the Preliminary Decision was based remain unchanged.
- Thus, I am satisfied that no amendments are required to the Preliminary Decision.

#### **Outcome**

The company does not need to take any action.

## What happens next?

- This adjudication decision is final and cannot be appealed or amended.
  - The customer must reply by 28 March 2023 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.
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Peter R Sansom  
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Member, CIArb Business Arbitration Panel.  
Member, CIArb Pandemic Business Dispute Resolution Arbitration Panel.  
Member, CEDR Arbitration Panel.  
Member, CEDR Adjudication Panel.

## **Independent Adjudicator**

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