

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X414

Date of Final Decision: 2 April 2023

#### Party Details

Customer: XX  
Company: XX

#### Complaint

The customer says the company took two years to repair its sewer, during which time she suffered disruption, sewage flooding her garden and home, damage to her property and distress. She seeks that the company pay compensation in excess of the £450.00 offered.

#### Response

It accepts delay and poor service in repairing its sewer. It has offered the customer £450.00 as a gesture of goodwill which it considers suitable.

#### Findings

The evidence shows the company failed to provide its services to the standard to be reasonably expected.

#### Outcome

The company should pay the customer compensation in the sum of £2500.00 for distress and inconvenience.

The customer must reply by 4 May 2023 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT/X414 Date of

Final Decision: 2 April 2023

## Case Outline

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

- In 2020, a drain collapsed on her property.
- The company took many months to rectify this, causing disruption.
- She has enclosed photos of her garden and inside her property.
- The company has offered £450.00 as a goodwill gesture but she would like a higher payment.
- In comments on the company's response, the customer says her health has deteriorated due to the stress and upset caused. The company damaged her property internally and externally due to sewage flooding. It contributed to the rapid decline of her dog's health. The blockage meant she could not run water or flush a toilet without flooding the house or garden. The garden and items within were damaged, in addition to the bathroom floor and kitchen cupboards.
- In comments on a preliminary decision the customer said she did not claim on her insurance as the company's staff told her the company would compensate her. She has not yet been able to obtain quotes to rectify the damage caused by the flooding.

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

- In March 2021, the customer complained that a drain was overflowing daily into her garden and, though the company sent teams out to temporarily clear the issue, they had done nothing to rectify it for over two years. She asked the company to rectify damage to her house and garden and for compensation for the hours spent calling the company and waiting for engineers.
- After further investigation, it told the customer the issue was on a private asset and she should contact her insurers.
- In September 2022, it found this was incorrect and the issue arose due to a defective sewer pipe for which it was responsible. It then repaired this.
- It offered the customer a gesture of goodwill of £450.00 which is equivalent to over two years of sewer charges. It has also offered to reimburse the customer's excess payment on her

insurance and the increase in her premium charges upon written evidence or an invoice from the insurance company. It is unable to offer any compensation for stress or inconvenience as this is subjective to each customer therefore it is unable to put a monetary value on this.

### **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. It is not in dispute that a sewer on the customer's property was defective, resulting in flooding to the customer's property.
2. Correspondence exchanged between the parties shows that, from 2020 to May 2021, the company held off repairs to the customer's sewer due to concerns over the safety of a wall and then said it was a private matter. The company then took no further action until September 2022 when it accepted responsibility.
3. The company's delay in carrying out works, incorrectly refusing responsibility and then not repairing its asset over a two-year period is evidence that the company failed to provide its services to the standard to be reasonably expected.

4. I have considered the information available and the WATRS compensation guide. I consider it fair and reasonable to direct that the company pay the customer £2500.00, being the maximum payable for distress and inconvenience. This is because the company took years to repair its sewer and during this time the customer suffered sewage flooding and was unable to enjoy her home and garden. I therefore consider a Tier 4 payment is warranted.
5. I am satisfied on balance that the customer suffered damage to her property as a result of the events that form the subject of this dispute. However, there is insufficient evidence of the cost of that damage for me to assess whether any compensation is due.
6. The customer has provided undated and unlabelled photos of her garden and inside her property. I am unable to distinguish any flood damage from these photos, other than to the internal flooring. However, without further description of the damage, a photo before any flooding took place, and evidence of the cost of repair or replacement, I cannot establish the costs of remedying this.
7. Given the above, I considered it reasonable to request further evidence from the customer, as to the outcome of any insurance claim and any evidence to support a compensation claim. However, the customer did not respond within the given deadline. I therefore considered the customer had not justified her entitlement to any further compensation.
8. In comments on my preliminary decision the customer confirmed she had not claimed on her insurance. However she remains unable to evidence the cost of rectifying any damage to her property. My findings therefore remains the same.

#### **Outcome**

The company should pay the customer compensation in the sum of £2500.00 for distress and inconvenience.

### What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 4 May 2023 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 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.



J Mensa-Bonsu LLB (Hons) PgDL (BVC)  
**Adjudicator**