

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X418

Date of Final Decision: 27 March 2023

#### Party Details

Customer: XX

Company: XX

#### Complaint

The customer claims the company refuses to adopt and complete a repair to a sewer pipe within the boundaries of their property. This has led to damage to their driveway and inconvenience and distress. The customer is seeking the company to apologise, complete the relay of the sewer pipe, repair the driveway and pay £2,500.00 for the inconvenience and distress incurred.

#### Response

The sewer pipe is private and has not been adopted. Any previous works completed or proposed have been on a goodwill basis, and the company cannot complete the previous works undertaken in 2011 due to one of the customer's neighbours refusing access. When further investigations were carried out in 2020, the company reinstated the pipework to the level it was at previously as the pipe was again determined to be private. The customer's property is connected to the company network on a separate pipe and is provided with complete sewer services. The company has not made any offers of settlement.

#### Findings

I am satisfied that the company did not fail to provide its services to the standard to be reasonably expected regarding the private sewer pipe.

#### Outcome

The company does not need to take any further action.

The customer has until 24 April 2023 to accept or reject this decision

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# ADJUDICATOR'S FINAL DECISION

Adjudication Reference: WAT X418

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## Case Outline

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

- The company refuses to adopt and complete a repair to a private sewer pipe within the boundaries of their property.
- This has led to damage to their driveway and inconvenience and distress.
- The customer is seeking the company to apologise, complete the relay of the sewer pipe, repair the driveway and pay £2,500.00 for the inconvenience and distress incurred.

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

- The sewer pipe is private and has not been adopted.
- Any previous works completed or proposed have been on a goodwill basis, and the company cannot complete the previous works undertaken in 2011 due to one of the customer's neighbours refusing access.
- When further investigations were carried out in 2020, the company reinstated the pipework to the level it was previously as the pipe was again determined to be private.
- The customer's property is connected to the company network on a separate pipe and is provided with complete sewer services.

## 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. This dispute centres on whether the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the private sewer pipe within the boundaries of the customer's property.
2. The company is required to 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 damage or a leak, the company needs to investigate thoroughly if the company's pipework is to blame and, if repairs are required, make such repairs to prevent further issues. Furthermore, under Section 106 of the Water Industry Act 1991, the customer is entitled to have the property connected to the company's sewerage network.
4. The company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its Guaranteed Standards Scheme.
5. From the evidence put forward by the customer and the company, I understand that in March 2011, a customer residing in the street behind the customer's future property reported a sewer blockage.
6. The company inspected the neighbour's property and found damage to the sewer pipework was caused by a tree in the rear garden of the customer's future property. As it was impossible to investigate past the damaged pipework, the decision was made to replace the pipework in its entirety in its existing location, which would also assist in determining sewer responsibility.
7. The evidence shows that the company commenced work re-laying the new pipe through the property's garden and through that of their neighbour. However, access to the third property


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through which the pipe ran was refused, which meant that the rest of the pipe could not be relayed. During the works, it was determined that the pipework was not connected to the company's pipework and therefore was private pipework and would not be transferred to the company under the Transfer of Private Sewer Regulations 2011. I understand that the work to re-lay the damaged pipework was completed up to the third property, and the excavation was reinstated, leaving the partially re-laid pipe in situ.

8. In June 2018, the customer purchased the property. In November 2019, the customer reported flooding from his driveway. The company investigated and found that the flooding emanated from the incomplete pipework in 2011. Between 28 July 2020 and 4 August 2021, further investigations and repairs were made to the customer's pipework. However, once again, access to the third property through which the pipe ran was refused, which meant that the rest of the pipe could not be repaired, and the pipework was not connected to the company's network.
9. The evidence shows that the company could not issue a Land Entry Notice to the neighbour preventing access because there was no connection to its sewer network. The company advised the customer that as the pipework was never adopted by the company, it was ultimately not its responsibility, and it would not carry out any further repairs.
10. In August 2021, the company passed the issue with the pipework to the Environmental Health department at **XX** Council, which would be responsible for moving the repairs forward.
11. The customer was unhappy with the company's position and escalated the dispute to CCWater in August 2021 to resolve it without success. On 7 February 2023, the customer commenced the WATRS adjudication process.
12. As set out in the company's response, the company says that, as the pipework is not and has not been connected to the company's network, it would not have been transferred to the company as a transferrable asset under the Transfer of Private Sewers Regulations 2011 or any other legislation.
13. The company's mapping system shows no pipework, and works undertaken by the company in 2011 were because, at that time, the company thought the pipework was part of its network, and only after further investigation and re-laying the pipe was it found that the pipework was, in fact, private and not connected to the company's network. The evidence shows that in June 2018, the

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property was sold to the customer, who then became responsible for the property's private sewer pipework.

14. Whilst I sympathise with the customer, after reviewing the documents put forward in evidence, I find that the default position is that unmapped pipework would be the responsibility of the freeholder rather than the company. The various maps and documentation do not record the customer's pipework. Therefore, I find that the pipework within the boundaries of the customer's property is private and the customer's responsibility. Furthermore, the evidence shows that the company is not required to adopt or map this additional private pipework as it is not connected to the company's pipework.
15. Concerning the customer's comments that the company did not cap the pipework buried under the drive in 2011, which caused their drive to be damaged, which was not correctly reinstated in 2020. The evidence shows that work carried out by the company was the re-lay of an existing pipe damaged by a tree in the customer's garden. On careful review of the evidence, the company has to return the pipework to how it was, undamaged. The company would not have known in 2011 the consequence of repairing the pipe or that it should need to cap the end to prevent future flooding. As mentioned above, the pipework is private and the responsibility of the freeholder, who would have been the property owner in 2011, and I find that it would have been for them to cap any private pipework.
16. As to the reinstatement of the driveway, the evidence shows that the block paving excavated by the company was reinstated and the site cleared on 26 August 2020, and no further reinstatement work was planned. On 10 July 2021, the company temporarily reinstated the drive for the customer to make it safe due to the flooding from the private pipework. I understand that a more permanent reinstatement of the damaged driveway was to be considered as part of the company's proposed work to re-lay the pipe for a second time. However, the company later deemed this inappropriate to carry out the works as, ultimately, the re-laying of the pipe was a private issue.
17. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons why the sewer pipe was the customer's responsibility. Whilst I note that the customer feels the length of time the dispute has been ongoing is unreasonable, the company has not changed its stance since August 2021.

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18. Furthermore, on reviewing the various correspondence, I believe that the company dealt with the customer's concerns efficiently and appropriately considering the circumstances. I note that where the company failed to promptly explain that no further work would be carried out, the company offered £250.00, which was declined.

19. The customer has commented on the preliminary decision, and I have made some changes to reflect any misunderstandings of the customer's complaint or a typographical error. However, 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.

20. Considering the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person concerning the private sewer pipe.

#### **Outcome**

The company does not need to take any further action.

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

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 24 April 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.



**Mark Ledger FCI Arb**  
**Adjudicator**

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