

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X427

Date of Final Decision: 30 March 2023

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer claims the company failed to thoroughly investigate reports of a sewer blockage at his property, which led to the customer employing his contractor to investigate the blockage. The company only took responsibility once the defect on its pipework had been identified. Furthermore, the company provided poor customer service once these issues were raised. The customer is seeking the company to pay £6,898.00 for the costs of the customer's contractor.

#### Response

The company says the delays in the investigation and repair of the defect were due to the need for the customer to excavate his pipework, as his interceptor trap did not have rodding eyes so that the company could undertake a survey downstream. Whilst the defect found by the company contributed to the sewer blockage, sewer abuse and a wooden plank inside the customer's private sewer pipework were also to blame. In any event, the company repaired the defect although it could not be determined whether it was outside the boundary of the customer's property and, therefore, the company's responsibility. Further delays were due to the company requiring permits from the local council for street works. The company admits some failures in communication with the customer and has given the customer a £700.00 goodwill gesture regarding these failures. The company has not made any offers of settlement.

#### Findings

I am satisfied the evidence shows the company did not fail to provide its services to the customer to the standard to be reasonably expected regarding its response to the customer's sewer blockage. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been adequately compensated.

#### Outcome

The company needs to take no further action.

The customer has until 27 April 2023 to accept or reject this decision.

# ADJUDICATOR'S FINAL DECISION

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## Case Outline

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

- The company failed to thoroughly investigate reports of a sewer blockage at his property, which led to the customer employing his own contractor to investigate the blockage.
- The company only took responsibility once the defect on its pipework had been identified.
- Furthermore, the company provided poor customer service once these issues were raised.
- The customer is seeking the company to pay £6,898.00 for the costs of his contractors.

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

- The delays in the investigation and repair of the defect were due to the need for the customer to excavate his pipework, as his interceptor trap did not have rodding eyes so that the company could undertake a survey downstream.
- Whilst the defect found by the company contributed to the sewer blockage, sewer abuse and a wooden plank inside the customer's private sewer pipework were also to blame.
- In any event, the company repaired the defect despite the fact that it could not be determined whether it was outside the boundary of the customer's property and, therefore, the company's responsibility.
- Further delays were due to the company requiring permits from the local council for street works.
- The company admits some failures in communication with the customer and has given the customer a £700.00 goodwill gesture regarding these failures.

## 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.

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 ignored his report of a sewer blockage and only took responsibility once the defect on its pipework had been identified by
2. The company must meet the standards set out in OFWAT's Charges Scheme Rules, the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 and the Water Industry Act 1991.
3. Furthermore, the company has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and the company's Customer Guarantee Scheme.
4. From the evidence put forward by the customer and the company, I understand that on 2 June 2021, the customer contacted the company to advise that his tenant's toilet was blocked, and his contractor had advised that the blockage was the company's responsibility.
5. On 7 June 2021, the company attended and noted that all of the properties on the customer's road have their own single-serving private drainage before draining into the main company-owned sewer under the road. It was found that the customer's interceptor trap was full and blocked. Furthermore, it was also noted that there was a plank of wood located in the trap.
6. As there was a plank of wood found in the privately-owned section of pipework, the company notified the customer's tenant that they should speak to the customer to arrange its removal as this was a private issue.
7. On 11 June 2021, a further report of a slow-draining toilet was received by the customer, and on 15 June 2021, the company reattended the property. Between 15 June 2021 and 20 June 2021,

the company attended the property on several occasions and, each time, found no blockage on the customer's private pipework. However, on 27 June 2021, the company cleared a blockage of sewer abuse items within the customer's pipework at the interceptor trap. A camera survey was then undertaken on the customer's pipework, and it was found clear.

8. I understand that in September 2021, the customer employed a private contractor to investigate the issue, who found damage existed on the customer's interceptor trap and would need replacing. On 17 September 2021, the company reattended the property but could not confirm if there was a defect on the company's sewer downstream of the customer's interceptor trap.
9. On 21 September 2021, another crew with a larger tanker who carried CCTV equipment attended the customer's property to survey downstream to the company-owned sewer pipework. The opened customer interceptor trap allowed a CCTV survey to be undertaken and enabled the company to find a defect in the sewer approximately 70 cm downstream of the customer's interceptor trap on the customer's boundary line. I understand that the company raised follow on work to repair the damaged pipework and, in the meanwhile, put in place a pump-out schedule to prevent any sewer flooding.
10. Between 21 October 2021 and 21 February 2022, whilst the company was getting permission from the local council to undertake street works, the interceptor trap was regularly inspected and pumped out as required. Between 21 February and 14 March 2022, the company excavated the road outside the customer's property and repaired the lateral drain from his interceptor trap which connected to the company's main sewer in the street, to restore the property's wastewater service.
11. Various discussions then took place between the company and the customer on who was responsible for the private contractor's costs, as the customer believed the issue was the company's pipework. The company's position was it was not proven that the issue was on the company pipework as it was found on the property's boundary. Furthermore, it denied that it was negligent in its actions as it had resolved the issue promptly as it could considering the circumstances, and any such blockage was not a result of the company's negligence. The customer believed that he would not have had to employ a contractor had there been no issue with the company's pipework.
12. On 27 April 2022, as a goodwill gesture, the company offered to contribute £500.00 towards the private contractor's invoice and pay £200.00 for the delay and any perceived poor communication. The evidence shows that the payment was made on 10 May 2022.

13. However, the customer believed that the company should be responsible for the total costs of the contractor, and in July 2022, he progressed matters to CCWater to resolve. However, the evidence shows that CCWater was unable to resolve the dispute, with the final position being that the company denied that it was responsible for the total costs of the contractor as it investigated the blockage as best it could before the customer's contractor attended the property to excavate the interceptor trap. The customer remained unhappy with the company's final position and, on 12 February 2023, commenced the WATRS adjudication process.
14. As to whether the company should reimburse the customer's private contractor's total costs of £6,898.00, after careful analysis of the correspondence and evidence, I cannot find any indication that the company has been negligent regarding investigating the defects in the sewer. The evidence shows that the company could not investigate past the interceptor trap due to the lack of rodding eyes. It was not until the interceptor trap had been excavated that the further cause of the slow-draining toilet could be identified.
15. Until the interceptor trap was excavated, I find that the customer would not have known there was a possible downstream issue with the company's sewer network, and therefore it would have been reasonable to assume that the problem was with his own private pipework and, in turn, appointed a private contractor to investigate.
16. I note that the company could not determine who was responsible for repairing the defect found on the property's boundary due to its location, but in any event, it made the repair. I also note the customer's comments that the repair took longer than expected. However, the evidence shows that whilst it took time to identify the damage and repair the pipework, this was mainly due to the delays being outside the company's control, either by the customer's pipework or the local council in granting a permit.
17. Whilst I sympathise with the customer, I believe the company cannot be held responsible for the customer's costs where there is no indication that the company has been negligent regarding the sewer, and the customer's own pipework has prevented the company from investigating further.
18. I note that the company has made a goodwill gesture towards the cost of the private contract, and after careful analysis of all the evidence, I find that the company did investigate the blockage as best it could once it was alerted to the incident and acted appropriately according to the results of its investigations. Considering the above, 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 source of the slow-draining toilet, the customer's private contractor and clearing any blockages at the customer's property.

19. The company has certain obligations in respect of its customer services. As evidenced by the timeline within the company's response documents, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons why it was not liable for the customer's private contractor costs. From the evidence provided, I believe that the company dealt with the customer's concerns efficiently and appropriately, considering the circumstances. Where there have been errors, the company has made appropriate payments to adequately compensate the customer for any inconvenience and distress caused by the company's mistake. Accordingly, I find that the customer is not due any further sums in this regard.

20. Considering the above, I am satisfied that the company did not fail to provide its services to the standard to be reasonably expected concerning its response to the customer's slow-draining toilet, the customer's private contractor and clearing any blockages at the customer's property. Furthermore, I am satisfied there have been no failings concerning customer service for which the customer has not already been paid adequate compensation. Accordingly, 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 27 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.

A handwritten signature in black ink, appearing to read 'ML', followed by a long horizontal line extending to the right.

**Mark Ledger FCI Arb  
Adjudicator**