

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT-X469

Date of Final Decision: 27 April 2023

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer claims that the company has failed to maintain its sewer pipework since 2016, which has led to flooding within the boundaries of his property. Whilst the company has previously investigated the flooding, it has failed to undertake work to prevent further issues. The customer is seeking for the company to pay compensation of £5,000.00 for the diminution in value of the customer's property due to the flooding.

#### Response

The company says it has not at any time been negligent, as it has conducted various investigations into the reasons behind the flooding and has offered to fit an Anti-Flood Device to prevent further flooding. The Anti-Flood Device could not have been provided earlier as the company was unaware of the impact on the customer's neighbours. The company says that the customer's flooding is due to surface water entering its network, causing hydraulic overload. The company has made goodwill payments totaling £500.00, comprising £280.00 for the cost of logs for his wood-burning stove, which was contaminated and a further £220.00, which is equal to what would have been applied concerning the separate hydraulic overload events, had completed GSS forms have been received. The company has not made any further offers of settlement.

#### Findings

I am satisfied that the evidence shows that the company did not fail to provide its services to the customer to the standard to be reasonably expected concerning maintaining its sewer pipework surrounding the boundaries of the customer's property. Concerning customer service, the evidence shows no other failings for which the customer has not been already adequately compensated.

#### Outcome

The company needs to take no further action.

The customer has until 25 May 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 has failed to maintain its sewer pipework since 2016, which has led to flooding within the boundaries of his property.
- Whilst the company has previously investigated the flooding, it has failed to undertake work to prevent further issues.
- The customer is seeking the company to pay compensation of £5,000.00 for the diminution in value of the customer's property due to the flooding.

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

- The company says it has not at any time been negligent, as it has conducted various investigations into the reasons behind the flooding and has offered to fit an Anti-Flood Device to prevent further flooding.
- The Anti-Flood Device could not have been fitted earlier as the company was unaware of the impact on the customer's neighbours.
- The company says that the customer's flooding is due to surface water entering its network, causing hydraulic overload.
- The company has made goodwill payments totalling £500.00, comprising £280.00 for the cost of logs for his wood-burning stove, which was contaminated and a further £220.00, which is equal to what would have been applied concerning the separate hydraulic overload events, had completed GSS forms have been received.
- The company has not made any further offers of settlement.

## 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 has failed to maintain its pipework surrounding the boundaries of the customer's property and failed to install a long-term solution to the flooding.
2. The company must 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 flooding, the company needs to investigate thoroughly if the company's assets are to blame and, if repairs are required, make such repairs to prevent further floods.
4. Furthermore, the company also has certain obligations regarding its customer services as set out in the OFWAT Guaranteed Standards Scheme and its own Customer Guarantee Scheme.
5. From the evidence put forward by the customer and the company, I understand the customer first initially contacted the company on 3 November 2016 to report his appliances were backing up. The company says it attended the property and undertook further investigations into the cause, which was found to be a private matter.
6. On 10 and 17 November 2020, the customer contacted the company following periods of extreme rainfall. On each occasion, the company investigated matters and found that the network was overloaded and, if required, jetted the pipework. On 17 November 2020, the company's technician advised the customer that an Anti-Flood Device could be fitted. However, the customer was later informed that an Anti-Flood Device was not recommended at this stage.

7. The evidence shows that the customer was unhappy that the company would not fit an Anti-Flood Device, and it was arranged that the company would reattend the property to discuss measures to prevent further flooding. However, this was later cancelled by the customer.
8. Following further flooding in July and December 2021, the company undertook further jetting and CCTV surveys over the subsequent months. I understand that the customer remained unhappy, as ultimately, despite the company's offer to fit the Anti-Flood Device, the issue with the flooding has not been resolved, and he was of the view that it was the company's lack of maintenance since 2016 which was the root cause of the flooding. The evidence shows that the customer remained dissatisfied and progressed the matter to CCWater in November 2022.
9. Following further works in November 2022, it was agreed that the company would survey the customer's property and fit an Anti-Flood Device on 13 December 2022.
10. However, the customer advised the company's contractors not to complete the survey or the Anti-Flood Device installation. In response to the cancellation, the company asked the customer to advise the company of a suitable time to complete the installation.
11. Regarding whether the company fell short in maintaining its pipework surrounding the boundaries of the customer's property, as stated within the company's defence documents under section 94 of the Water Industry Act 1991, in the absence of negligence, the company is not liable for the escape of the contents of public sewers. After carefully analysing the correspondence and evidence, I cannot find any indication that the company has been negligent regarding the sewer.
12. Whilst I appreciate the customer's position, I believe the company did investigate the flooding as best it could and acted appropriately according to the results of its investigations. The customer's flooding was ultimately due to surface water entering the company's network, causing hydraulic overload. As shown by the evidence, the company investigated the cause of the flooding, jetted its pipework, and offered to fit the Anti-Flood Device.
13. Whilst some of the delays in offering to fit the Anti-Flood Device were due to the company needing to establish the impact on the customer's neighbours, the remainder of the delay was due to the customer's cancelling the company's attendance to the property and not reorganising reattendance.

14. I note that the customer has requested £5,000.00 for the diminution in value of the customer's property due to the flooding. However, as above, I cannot find any indication the company has been negligent. Furthermore, the diminution of the value of a property as a claim will not exist until a property is sold at a lower-than-expected value. Currently, the property has not been sold.
15. Therefore, I find that the company is not liable for the diminution in value of the customer's property due to the flooding. Furthermore, despite not being responsible, the company has made various goodwill payments to the customer to cover damage to his property.
16. Concerning the above, I believe the company did investigate the flooding as best it could and acted appropriately according to the results of its investigations. 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 the investigation of the source of the flooding at the customer's property and completing a long-term solution. Accordingly, this aspect of the customer's claim does not succeed.
17. The company has certain obligations in respect of its customer services. The evidence shows that, where appropriate, the company has made goodwill payments totalling £500.00. After carefully reviewing all the correspondence provided in evidence, I am satisfied that the company's various payments were fair and reasonable in the circumstances to cover the various flooding incidents, the complaint and any distress or inconvenience to the customer. Therefore, I am satisfied there have been no shortcomings concerning customer service, which the customer has not been adequately compensated.
18. The customer has made comments on the preliminary decision and 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.
19. Considering the above, I am satisfied the company did not fall short when providing its services to the customer to the standard to be reasonably expected concerning identifying any defects with the sewer and installing a long-term solution to the flooding. Regarding customer service, I find no other shortfalls for which the customer has not been already adequately compensated. Consequently, 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 25 May 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**