

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X596

Date of Final Decision: 20 July 2023

Party Details

Customer: XX

Company: XX

Complaint

The customer says a fault on the company's pipework resulted in flooding to his cellar and caused his sump pump to fail, yet the company has denied this. He seeks that the company pay compensation in the sum of £2500.00 to cover the costs of new flooring and a new sump pump.

Response

It investigated and ruled out the flooding was due to its assets. It denies the claim.

Findings

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

Outcome

The company does not need to take any action.

The customer must reply by 17 August 2023 to accept or reject this decision.

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Case Outline

The customer's complaint is that:

- On 29 September 2022 the company visited him to say his neighbour's cellar was flooded.
- On 1 October the sump in his own cellar overflowed and the sump pump failed, causing the cellar to flood.
- On 2 October the company visited and explained there was a displaced joint on its pipework. This meant water could not flow down its pipework and so water would back up, as it had done in his cellar.
- On 3 October the company repaired the displaced joint and this resolved the issue.
- He then asked the company for compensation to repair the floor of his cellar and to replace his sump pump which had failed due to overexertion. The company rejected his claim.
- He seeks that the company pay compensation in the sum of £2500.00 to cover the costs of new flooring and a new sump pump.
- In comments on the company's response he says:
 - He has never experienced flooding previously.
 - It stopped as soon as the company repaired its asset.
 - The company repeatedly said the cause was its displaced joint and maintained this following testing. Internal communications also show the company accepted this was the case.
 - He has provided video evidence showing the volume of water.
 - Water was not entering from the company's assets; rather, water could not escape or be pumped out because of the displaced joint.
 - He refutes the company's defence.
- In comments on a preliminary decision the customer urged for a review and reconsideration of the decision as he disputed the findings.

The company's response is that:

- Its team initially advised the customer of an issue relating to a displaced joint.
- However, there was no evidence that this was the actual cause for the water in the cellar.
- It carried out dye tests and showed the water was not coming into the cellar from any of its assets. There was also no evidence of ammonia during its investigations - had this been present it would have indicated there was an issue with its asset.
- The customer had the pump replaced/repared at around the same time, so this may be the reason the sump malfunctioned.
- There is a known issue with spring water running under the properties which may explain the reason for the pumps being installed. It also found the customer's washing machine is connected to the pumps.
- In the absence of negligence, it has no liability in sewer flooding incidents. This is because sewerage systems can fail for any number of reasons which is beyond its control.
- There have been no service failures and based on this and lack of liability or evidence that the flooding occurred due to an issue on its assets, it will not be paying any compensation.

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. The company has provided contemporaneous records of its investigations and communications on this matter. The records show that at times company staff considered a displaced joint could have caused or contributed to the flooding of the customer's cellar. However, the records also show the company ruled this out by carrying out dye and ammonia tests showing the water did not come from its assets.
2. On the evidence seen, I cannot say even on balance, that the company was responsible for the flooding to the customer's property or the failure of his sump pump. I say this because the testing reported by the company showed the company's assets were not the cause of the flooding. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
3. I appreciate the customer's position. I accept on balance he was told on multiple occasions that a displaced joint, i.e. a fault on the company's assets, caused or contributed to the flooding. This would have raised the customer's expectations that the company would compensate him for any losses. However, on review of the communications between the parties, as provided by the company, I consider the company provided any such information in good faith. I do not consider the company intentionally misled the customer or provided poor service in this regard. Rather, I consider it likely that this information was given before the company completed its investigations and determined the cause of the flooding. The evidence does not show the company failed to provide its services to the standard to be reasonably expected.
4. I therefore find the customer's claim is unable to succeed.
5. I acknowledge the customer disagrees with this decision. He remains able to reject it and seek independent legal advice.

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 17 August 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.



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