

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT/X548

Date of Final Decision: 12 September 2023

#### Party Details

**Customer:** The Customer

**Company:** The Company

#### Complaint

The customer says the company failed to rectify a faulty drain resulting in sewage flooding his property. He claims an unspecified sum of compensation.

#### Response

It denies liability for the sewer flooding. It offered a £75.00 goodwill gesture for service failings and made a GSS payment of £170.00.

#### 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 10 October 2023 to accept or reject this decision.

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## Case Outline

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

- In May 2021 his property flooded, with sewage water flowing from the company's drain.
- He was unable to renovate and let out his property as planned until the cause of the flooding was resolved.
- His insurance company paid for damage to his property but not the consequential loss of lost rental income or any payment for stress and inconvenience.
- He believes the company was aware of the flood risk before May 2021 and should have taken action sooner, which would have prevented this.
- He seeks the company pay him an unspecified sum of compensation.
- In comments on the company's response he says:
  - The flooding occurred from the same drain that had been visited six times from 2019 to 2021 and that had flooded previously.
  - The company did not take action to stop further flooding until he contacted the CEO.
  - The company did not help him clear up the raw sewage from the property.
  - The fault was not repaired from 20 May 2021 until 7 October 2021.
- In comments on a preliminary decision the customer disputes the decision and reiterates his previous points.

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

- It accepts no responsibility for the sewer flooding at the customer's property.
- The customer should contact his insurer and if it considers the company liable it will make contact.
- Its own insurers have considered the customer's claim and found no evidence it is liable.
- It has enclosed copies of correspondence exchanged with the customer. Within this it accepts it did not attend to the reported flooding as quickly as it should. It also took a number of months to

complete repairs, which was longer than it should have taken. It offered a £75.00 goodwill gesture for poor service and made a GSS payment of £170.00 for the flooding incident.

- Flooding is usually caused by third party misuse which is why it asks customers to claim on their insurance.
- It denies the claim.

### 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 is not responsible for losses arising from sewer flooding unless it can be shown it failed to provide its services to the standard to be reasonably expected.
2. There is a lack of substantive evidence to support the customer's submission that the company should have known of the fault and repaired it prior to the flooding in May 2021. While I acknowledge the company carried out works at the same drain previously, there is a lack of evidence to show what works were carried out, whether these were necessary due to third party misuse or otherwise, whether these works were effective, whether the exact same issue arose in May 2021 and whether the company could reasonably have taken action to prevent recurrence sooner.
3. The company has provided records which show it ensured the site was secured and not at risk of further flooding within a few days of the customer's report. While it should have attended

within hours, I note it acknowledged the short delay and provided a small payment as a goodwill gesture. I consider it acted reasonably in doing so. I note the customer's property may have suffered damage whether the company attended within hours or days. Further and in any event, I note that the customer's insurance company compensated for any property damage.

4. The company accepts it then took longer to arrange a full repair than it should have done and it offered a small payment to the customer in recognition of this. I consider it acted reasonably in doing so. I say this because its records show the repair was completed after four months but that some of this delay was due to waits for council permissions. The customer was not living in the property at the time; it did not flood again during this period; and the customer did not have fixed dates for renovations or for staying guests. The evidence does not show the customer lost any income or suffered significant stress and inconvenience as a direct result of the company's delay.
5. On review of the information available, I am satisfied the company adequately addressed shortfalls in its service before the customer contacted WATRS. The evidence does not show it otherwise failed to provide its services to the standard to the reasonably expected. Therefore, the customer's claim is unable to succeed.
6. I have considered the customer's comments on my preliminary decision. The customer has repeated points previously made and not provided any new information. Therefore my decision remains the same. However I have added further detail at paragraph 3 for completeness.

#### **Outcome**

The claim does not succeed.

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 10 October 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**