

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0693

Date of Decision: 21 March 2018

Complaint

The customer's claim is that she has experienced flooding on her property coming from an adjacent building site. Once this issue was raised, she states the company failed to fully investigate the issue and take action against the third-party who caused the flooding. The customer asserts this inaction led to further damage to her property, as well as inconvenience and distress. The customer is seeking the company to compensate her for the damage to her yard, paddock and foundations of historic barn. Furthermore, the customer is also seeking a refund of her water bills, an apology, and compensation for the time and costs wasted when dealing with this issue.

Defence

The company submits that its assets are not the cause of the flooding within the customer's property. The company detail it undertook extensive investigations, which found no evidence that its assets could be the source of the flooding, and that the flooding originated from a private pipework on the building site, which is owned by a third-party developer. Accordingly, the company state it is not liable for the costs that would be incurred to repair the damage to the customer's property. Furthermore, it asserts any compensation regarding poor customer service is not appropriate as the company has provided a good level of service at all times throughout its dialogue. The company has not made any offers of settlement.

Findings

I am satisfied from the evidence that the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to fully investigating the flooding and taking action where appropriate against the third party which caused the flooding. Furthermore, I am satisfied there have been no failings with regard to customer service as I find the company has provided a good level of service at all times throughout its dialogue with the customer.

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Outcome

The company does not need to take any further action.

- The customer must reply by 20 April 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0693

Date of Decision: 21 March 2018

Party Details

Customer: [REDACTED]

Company: [REDACTED]

Case Outline

The customer's complaint is that:

- She has experienced flooding on her property coming from an adjacent building site, which she states the company failed to fully investigate and take action against the third party who caused the flooding. The customer submits this inaction led to further damage to her property, as well as inconvenience and distress.
- The customer is seeking compensation from the company of £3,620.00 for the damage to her yard, paddock and foundations of her historic barn.
- The customer is seeking that the company pursue the third party who caused the flooding for illegal use and wastage of water.
- The customer is seeking the company to provide an apology for not treating her complaint seriously, causing sixteen months of distress and flooding through inaction and for charging her and the residents of [REDACTED] for water usage when water was being wasted.
- The customer is seeking the company to be more responsible, active and intelligent when investigating customer complaints with emphasis on locating and monitoring all meter points.
- The customer is also seeking a refund of £1,000.00 on her water bills and compensation of £1,500.00 for the time and costs wasted when dealing with this issue.

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The company's response is that:

- The company's position is that the company has undertaken extensive investigations and tests to find the cause of the reported flooding and it found the alleged damage was caused, not by the company assets but, by private pipework owned by a third-party developer.
- The company submits the company is not liable to pay compensation for the alleged damage to the customer's yard, paddock and foundations of historic barn where the damage has been caused by third-party assets.
- Furthermore, where appropriate the company states it has liaised with the third-party developer to ensure leaks on their site have been repaired promptly and have cut off the supply when the developer refused to take any further action to repair a leak on their private pipe.
- When a leak on the company's assets was found in June 2017, the company state this was repaired within two days.
- The company further submits that on each occasion the customer made a verbal or written complaint, this was taken seriously and fully investigated. The company assert it kept the customer updated on the investigations that took place within the timescales set out in the within their Service Level Agreement. Furthermore, the company highlight that it has given apologies in correspondence with her when this has been appropriate.
- The company state it should not pay any compensation as when dealing with the customer's complaint the company did all it could, as quickly as it could, and there was no intention to cause the customer stress, inconvenience or waste their time.

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.

If the evidence provided by the parties does not prove both of these issues, the company will not be directed to do anything.

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.

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How was this decision reached?

1. To succeed in a claim against the company, the customer must prove on a balance of probabilities the company has failed to provide its services to the standard one would reasonably expect and that because of this failure the customer has suffered some loss or detriment. If no such failure or loss is proved, the company will not be liable.
2. I must also remind the parties that adjudication is an evidence-based process where the burden of proof rests on the claimant, in this case the customer, to prove his case on the balance of the evidence.
3. The dispute centres around whether the company failed to fully investigate and take action against a third party, who caused flooding on the customer's property. 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. The combined effect of these is to place an obligation on a water and sewerage company that when there is a report of a leak, the company needs to investigate fully if the company's assets are to blame and if repairs are needed, make such repairs to prevent further leaks.
4. Furthermore, the company has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme.
5. From the evidence put forward by the customer and the company, I understand that on the 26 February 2016 the customer contacted the company with regard to use of a standpipe near her property, which was being used by a third party developing an adjacent building plot. The customer was concerned that she would be billed for this water usage by the third party developer. As shown in the timeline set out in the company's defence, between 26 February and 9 March 2016 the company undertook various investigations with the end result being the company informing the customer that the standpipe was not connected to the customer's meter and the building plot had its own supply and meter. Accordingly, the developer would be responsible for any recorded usage or leakage from its own pipework. From 9 March until 12 September 2016 there was no further communication between the parties with regards to any alleged issues with the water supply of either the customer or the adjacent building plot.

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6. On 12 September 2016 the customer contacted the company to report a leak emanating from the aforementioned building plot. As shown in the timeline set out in the company's defence, on the 19 September 2016 the company visited the site and undertook investigations into this issue. It found that the flooding was emanating from the adjacent building plot's overflows, with some rain water also present. According to the company's attendance note dated 19 September 2016, the customer was informed at the time that she would have to deal with the building plot's site manager, as it was the developer's responsibility, and if they were unwilling to resolve the issue then the customer should pursue an alternative route to resolve matters such as the council or a solicitor.
7. On 3 October 2016 the customer once again contacted the company to report further flooding from the building plot. The company investigated matters the same day and a leak was identified on the developer's private pipework within the building plot. The notes on page six of the defence bundle shows the company issued a Section 75 notice to the developer requiring them to fix the identified leak. An additional leak was found on the 7 October 2016 after further contact by the customer, and on 10 October 2016 the company visited the site once more and confirmed that the identified leaks had now been fixed by the developer. From 10 October 2016 until 4 June 2017 there was no further communication between the parties with regards to any alleged flooding related to the adjacent building plot.
8. On 4 June 2017 the customer contacted the company to report another alleged leak from the building plot. The company investigated matters on the same day and it was found that a leak existed with the company's own assets and the company's notes show that this leak was repaired on the 6 June 2017, two days later.
9. On 16 June 2017 the customer contacted the company to report a further leak from the building plot. Between 16 and 20 June 2017 various correspondence took place between the company and the customer regarding the leak. Within this period, the company undertook additional investigations and cut off the building plot's supply when the developer refused to take any further action to repair the leak, which was identified on their private pipe.
10. Bearing in mind the above, I am satisfied that the flooding and the resulting damage has not emanated from the company's own assets. I find the evidence points to the fact that the flooding within the customer's property originated from the adjacent building site. It is the responsibility of the developer to maintain and repair any leak, rather than the company, as it

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emanates from the third-party developer's own private pipework within his property boundary. The customer states that the alleged damage occurred to her yard, paddock and foundations of her historic barn was equal to the value of £3,620.00 and she subsequently claims this amount. However, I note that the customer has not provided any evidence to support this valuation. In any event, I find that any damage incurred would be for the third-party developer's account, not that of the company. Accordingly, the customer's requested redress of £3,620.00 in this respect fails for the damage to her yard, paddock and foundations of her historic barn.

11. With regards to the customer's request that the company pursue the developer which caused the flooding for illegal use and wastage of water, as the developer is a third party to this dispute, I am unable to direct the company to take any action against the developer. However, the company's defence documents show that where the developer failed to fix the leaks on their property the company issued a Section 75 notice and on a separate occasion disconnected the developer's water supply when it was appropriate. I am therefore satisfied that the evidence shows that the company took the appropriate action in this regard.
12. The company has certain obligations in respect of its customer services. With reference to the customer's request that the company being more responsible, active and intelligent when investigating customer complaints, after careful review of both the customer's letters and the company's responses, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained how it investigated the source of the leaks surrounding the customer's property and the reasons why they dealt with the developer as they did.
13. From the timeline set out within the correspondence, I find the company responded adequately, and within the timescales set out in their service agreement, to all the customer's concerns. Furthermore, after careful analysis of all the correspondence submitted in evidence, I am not satisfied that it has been proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in respect of customer service.
14. I note that the customer has requested redress of £1,000.00 off her water bills and compensation of £1,500.00 for the time and costs wasted when dealing with the leak from the building plot. As above, I am not satisfied that it has been proven the company failed to provide customer service to the standard to be reasonably expected and as I have already found that the company are not responsible for the flooding I therefore cannot find the company liable for

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these costs. The company's customer service and actions were reasonable and did not cause any loss. Accordingly, I find the evidence does not support the customer's position and so this aspect of the customer's claim fails.

15. The customer has requested an apology from the company. Having carefully considered the various correspondence put forward in evidence, I am satisfied the company has not failed to provide its services to the customer to the standard to be reasonably expected by the average person. Further, I am satisfied the company has apologised where appropriate within its dialogue with the customer. Therefore, I find the company is not required to provide an apology with regard to treating her complaint seriously, causing sixteen months of distress and flooding through inaction and for charging her and the residents of [REDACTED] for water usage when water was being wasted.

16. In light of the above, I find the customer has not proven the company failed to provide its services to the standard to be reasonably expected with regards to fully investigating the flooding and taking action against the third party, who caused the flooding. Furthermore, I am satisfied there have been no failings in respect of customer service as the company has provided a good level of service at all times throughout its dialogue with the customer.

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 20 April 2018 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 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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