

# WATRS

## Water Redress Scheme

### ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0543

Date of Decision: 03 August 2017

#### Complaint

The customer's claim is that during periods of heavy rainfall, flooding and/or seepage occurs within her property and that the company's assets within the property's boundary are the root cause of this flooding and/or seepage. The customer is seeking: that the company repair or replace its assets within her property boundary; compensation for investigating and rectifying the damage to the property; and finally, compensation for various failures of service.

#### Defence

The company submits that its assets are not the root cause of the flooding and/or seepage within the customer's property. The company undertook extensive investigations which found no evidence of damage to the company's sewerage system that needs repair or could be the source of the flooding. Therefore, the company is not liable for the costs incurred by the customer to investigate the cause of the flooding and/or seepage and repair the damage to the property. Furthermore, any additional compensation is not appropriate as adequate compensation has already been offered regarding the various failures of service. Therefore, the company is not liable for any further damages.

#### Findings

I find that I am unable to uphold the customer's claim for redress regarding the costs investigating the cause of the flooding and/or seepage and the costs of the repair to the customer's property. However, I am satisfied that the evidence points to the fact the company failed, when dealing with the customer's complaint, to provide services to the standard to be reasonably expected. In my view the sum of £60.00 already paid to the customer and the additional offer of £280.00 by the company does adequately compensate the customer for the company's poor service in this regard and I find that the company should pay the sum of £280.00 to the customer.

#### Outcome

The company needs to take the following further action:

I direct that the company should pay the customer compensation of £280.00.

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- The customer must reply by 31 August 2017 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.

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# ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0543

Date of Decision: 03 August 2017

## Party Details

Customer: [REDACTED]

Company: [REDACTED]

## Case Outline

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

- During heavy rain the customer's property has experienced flooding and/or seepage due to alleged defects with the company's assets surrounding the customer's property. This flooding and/or seepage has damaged the customer's property and has required new carpets and repairs to the property's internal walls.
- Once the customer raised her concerns with regards to the flooding and/or seepage she alleges that she then received poor customer service throughout her dialogue with the company, which led to unnecessary stress, inconvenience and time wasted. Furthermore, the company was being dishonest and the company's customer services department submitted conflicting responses whilst dealing with the customer.
- The customer also raised a complaint that CCWater wasted her time whilst trying to act as an intermediary between the company and herself.
- The customer is seeking the company to repair the sewerage network? surrounding the customer's property including all surface and foul water lines and the foul water manhole on the customer's driveway.
- The customer is seeking redress of £318.00 regarding her private CCTV investigation into the cause of flooding and/or seepage.
- The customer is seeking redress of £8,880.39 regarding repairs to the internal walls and carpets of the property caused by the flooding or seepage.
- The customer is seeking compensation of £2,500.00 from the company for poor customer service which led to unnecessary stress, inconvenience and time wasted.

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

- The company's position is that the company has undertaken extensive CCTV investigations, tests and line cleaning to find the cause of the reported flooding and the company has found no evidence of damage to the company's sewers/pipes that it needs to repair or could be the source of the problem. Accordingly, the company is not liable for the £9,198.39 incurred by the customer to investigate and rectify the damage to the property due to the flooding and/or seepage.
- The company should not pay further compensation than already offered for the alleged poor customer service 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:

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.

### **How was this decision reached?**

1. To succeed in a claim against the company, the customer must prove on a balance of probabilities that 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.

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3. The dispute centres around the alleged flooding and seepage of water from the company's assets into 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 flooding, 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 flooding.
4. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme and the company's own Customer Guarantee Scheme.
5. From the evidence put forward by the company, I understand the customer had been living in the property from 2002 with no flooding or seepage issues until the 13 March 2010 when the customer first reported an issue to the company. I accept that the company undertook various investigations between the 26 March and 27 April 2010 with the result being no damage was found in either the clean water supply pipes, surface water lines and foul water lines surrounding the property (as per the company's defence).
6. There was no further reported flooding until October 2016 when the customer complained to the company's clean water team that flooding had occurred at the front of her property and in her view this was caused by the company's assets. The company undertook various tests on the 4, 14 and 18 of November 2016 which show that it was very unlikely that any leak was from the clean water supply as part of the testing procedure both the outside and inside stop valves were tested or replaced.
7. A separate issue was reported regarding the low pressure of the clean water supply. The company investigated this issue on the 23 November 2016 and advised that the company would need to replace the inside stop valve to fix this issue and in doing so would have to cut the customer's private piping. Initially the customer refused permission for the company to alter the surrounding pipework. However, permission was given on the 24 November and the inside stop valve was replaced and the low pressure issue resolved.

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8. The customer continued to report flooding which seemed to take place after heavy rainfall, and under further investigation the company found the customer had made alterations to the surface water drain at the front of the property. Between the 25 November 2016 and 14 December 2016 extensive tests and CCTV inspections (see company defence appendixes 2,3 and 6) were carried out on the surface water lines surrounding the customer's property and on reviewing this evidence I find that no major defects at or greater than level 4 had been found. Within the company's defence the company states its position that defects at grade 4 or above is the level at which immediate repair would be needed and any lower grading would not need any immediate action to be taken. This was reported by the company to the customer on the 14 December 2016.
9. The customer also had a private CCTV inspection (see report dated 30 November 2016 by within the customer's evidence bundle) which I accept corresponded to the company's investigation that no defects greater or equal to level 4 had been found regarding cracks and defects in the pipe. However, regarding a build-up of settled deposits there was a level 4 indication. I note that the customer did not provide any party with this CCTV report until 20 April 2017 (see email from the customer to CCWater dated 20 April 2017). It seems that the discrepancy regarding the grading between this report and the company's CCTV reports led to confusion throughout the dialogue between the parties. The grading system and when action is to be taken regarding cracks to the pipes is explained within page 12 of the company's defence and the email sent to the customer by the company on the 12 April 2017. Furthermore, the company has explained within its defence document why a build-up of settled deposits at level 4 would not need immediate action and how it would not be the cause of the customer's flooding and/or seepage issue. On balance, I am satisfied by the evidence provided that both the company's and customer's CCTV reports show no significant defects downstream of the alleged flooding areas which would in my view cause the customer's flooding or seepage issues.
10. On the 17 January 2017, the customer once again reported flooding and requested the company to investigate matters further. Between the 19 January 2017 and 20 March 2017, the company undertook various further tests and cleaning of both the surface water and foul water lines surrounding the property. Further cleaning and testing took place on the 10 May 2017 after the matter had been referred to CCWater and certain downstream sections of pipe MH9352 were found to be cracked and fractured which the company says it will now reline. Furthermore, a broken joint in MH 121A was found 62m downstream which was marked up for replacement. I am inclined to agree with the company's statement that due to the distance from the property

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neither of these issues would cause the customer's flooding/seepage issue. The company's conclusion from all the testing and investigations conducted was that the probable cause of the flooding that the customer was experiencing was due to the customer's own alterations to the surface water drain at the front of her property.

11. From the evidence provided I cannot say with any certainty that the customer's pipework is indeed the probable cause of the flooding. However, I find that the evidence shows that the company has sufficiently investigated the flooding of the customer's property and shown that the company's assets are not to blame for the flooding. Furthermore, I find that the evidence shows that there are no immediate repairs needed to the company's assets.
  
12. As matters currently stand there is still a dispute concerning whether the customer will bear the cost of the repair or alterations to the customer's own pipework to the surface water drain at the front of her property. The company is waiting for permission from the customer to conduct a Conditional Survey to allow the company to repair the customer alterations to the surface water drain at the front of her property. The customer states in her comments to the defence that it was agreed on the 20 March 2017 with the company that the company will make good the defects in the customer's pipework at the company's cost. The company has denied this fact in both its defence and in person on the 23 March 2017 (see customer comments to the defence) stating they were still awaiting permission to proceed and that the costs would be for the customer's account. From the evidence provided, in my view, the company's position is reasonable and the customer has not proved that the company has agreed to make good the defects in the customer's pipework at the company's cost. Accordingly, the company is not liable to make good the defects in the customer's pipework at its own cost and it is a matter for the parties to agree outside of this process.
  
13. Based on the available evidence, I find that the customer has not proved that there was any failure to maintain the sewerage surrounding the customer's property and nor has the customer proved that the company failed to provide services to the standard to be reasonably expected when investigating these issues. Accordingly, I find I am unable to uphold the customer's claim for redress of £8,880.39 regarding the CCTV investigation, repairs to the internal walls and carpets of the property and the company need not conduct the repairs to the sewage system as requested by the customer.

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14. The company has certain obligations in respect of its customer services. The timeline of events set out in the company's defence and the customer's comments to the defence shows that the processes to establish the likely cause of the flooding (see company's letter sent to the customer dated 20 March 2017 and email dated 12 April 2017) took some considerable time from when the flooding was first reported in October 2016 to where the position currently stands. From the evidence provided this additional delay was caused by both parties. There were delays by the company which included various site visits by the company and its contractors, some of which were delayed or cancelled, lack of responses to the customer's emails, lack of clear guidance regarding the sewage grading system and the ongoing inspections and tests of the sewage systems surrounding the customer's property. I am satisfied that the company accepts that it provided poor service in this respect. This is explained within the company's defence. However, there were also delays by the customer in not allowing the company access to or permission to change existing pipework and not providing the company the customer's own CCTV investigation reports. However, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained how it investigated the sewage system surround the customer's property, how it was that repairs were needed to the sewage are graded and how it was established that the likely cause of the flooding and/or seepage was due to the customer's own alterations to the sewage system.

15. Regarding the customer's comments that the company was being dishonest and that it submitted conflicting responses, after careful analysis of all the correspondence submitted in evidence, I am not satisfied that it has been proven that the company were being dishonest or supplied contradictory responses whilst dealing with the customer.

16. The company says that adequate compensation of £60.00 has already been paid on the 7 April 2017 (see email to customer dated 12 April 2017) and a further £280.00 offered regarding any alleged failings in customer service. Bearing in mind the fact that this matter has been ongoing for some time and after careful review of all the correspondence provided in evidence I am satisfied that the company's offer of £280.00 compensation is fair and reasonable in the circumstances to cover the delays in the investigation, the lack of clear guidance regarding the sewage grading system, general poor customer service provided throughout the company's dialogue with the customer and any distress or inconvenience to the customer. I therefore direct that the company pay the customer the sum previously offered of £280.00 for this aspect of her claim.

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17. I acknowledge the customer's submissions concerning CCWater. However, for the purposes of this decision, my remit is to determine the issues between the customer and the company. I am unable to consider any submissions about CCWater as they are a third party and unrelated to the dispute between the customer and the company.

18. I acknowledge the customer's wish to claim interest on any redress due, however, in this instance interest is not appropriate as the customer has not lost out due to being incorrectly charged by the company.

19. Therefore, I am unable to uphold the customer's claim for redress regarding the CCTV investigation into the cause and repairs to the internal walls and carpets of the property due to the flooding or seepage. Accordingly, I find that the company need not conduct the repairs to the sewage system or the customer's own alterations as requested by the customer. However, as above, I find that the customer's claim for compensation succeeds in part. I therefore direct the company to pay the sum of £280.00 to the customer.

#### **Outcome**

The company needs to take the following further action:

I direct that the company should pay the customer compensation in the sum of £280.00.

#### **What happens next?**

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 31 August 2017 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.

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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**

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