

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0645

Date of Decision: 25 January 2018

Complaint

The customer found sewage water in her inspection chamber as the drain was not running away. The customer notified the company on 24 October 2016. It was not fully cleared until November 2017. During this time, the company sent numerous letters containing lies that the pipe and chamber were clear.

Defence

The customer reported a blockage in the inspection chamber on 24 October 2016. The company attended but could not gain access and cleared the line from a different chamber. When the customer advised that the blockage remained, it returned and cleared the pipe from the customer's inspection chamber, leaving it free flowing. The customer reported further blockages and inappropriate items were found in the pipe. CCTV surveys found no issue with the pipe itself. The company added a new turning chamber to the pipe and cleared it on each occasion a blockage was reported.

The company previously offered the customer £280.00 in compensation which was declined.

Findings

The evidence showed that the drain was not subject to a single blockage that was not cleared, but numerous separate blockages that recurred, caused by sewer misuse. The company accurately advised when each blockage had been cleared. It took appropriate action to stop sewer misuse and to ensure access to the pipe to clear blockages that did occur.

Outcome

The company needs to take the following further action: pay the customer the sum of £280.00 in compensation.

The customer must reply by 22 February 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0645

Date of Decision: 25 January 2018

Party Details

Customer: [REDACTED]

Company: [REDACTED]

Case Outline

The customer's complaint is that:

- The customer states that, on 24 October 2016, she reported sewage water in her inspection pit, being at the head of the drains for house numbers 195 – 187. The blockage was not cleared until November 2017. The customer received numerous letters with lies from the company and the Consumer Council for Water saying it was clear. The company did not replace a rodding eye cap, allowing rats into the sewer.
- The customer requests more baiting to ensure that the rats are gone, an apology for being treated as if she was lying, cancellation of all water and sewerage charges for 12 months, and £3370.12 in compensation.

The company's response is that:

- Whenever a blockage was reported, the company attended the same day unless a different day was requested. The company cleared each blockage and found they had been caused by sewer misuse. CCTV surveys of the pipe found no issues. The company fitted a new turning chamber to gain easier access to the pipe. It issued leaflets to the relevant houses to try and stop sewer misuse.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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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 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 customer has complained of a blockage in the foul water pipe leading from her house to the main sewer, causing sewage water to not drain away properly. She states that the company failed to clear this blockage, despite advising it had done so, and that she had to contact the company on numerous occasions to try to have the issue resolved. The customer obtained her own contractor to rod the drains and he believed there to be a blockage further down the pipe.
2. The customer also submits that the company's actions allowed rats into the sewer pipework, and that the company repeatedly 'lied' to her in letters.
3. The company denies that it failed to clear a blockage. It submits that the issue of the foul water not draining properly was caused by sewer abuse, where a third party puts items into the sewer that they are not designed for, causing repeated partial blockages, despite the company clearing this regularly.
4. The company has provided me with the work reports for each visit. These include photographs showing, amongst other things, the state of the foul water pipe when the contractor arrived, and the condition the pipework was left in. A number of the work reports include photographs of the inside of the foul water pipe, taken on site with a camera. I also note that various CCTV reports were conducted, allowing a more complete examination of the condition of the pipe along its length.

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5. The customer has provided me with a report from her contractor after he rodded the drain on or around 1 May 2017.
6. In reviewing these reports, I note that stones and cloths, such as baby wipes, were found by both the company's contractor and the customer's contractor. I accept that these are not items that should be put into a sewer. I also note the company's submissions that the customer's reports of a blockage have stopped, coinciding with the completion of building works by one of her neighbours.
7. The customer's contractor report also states "at full length, beyond normal rodding length, I would hit a stop. This obstruction could always be found", that turning the rod made no difference, but that there may be "a hole or drop in the pipe run".
8. The contractor recommended a camera inspection of the pipe to check for pipe failure. I am satisfied from the evidence that CCTV surveys have been completed of the pipe and that no structural or other issues have been found during any of these. Whilst it is not entirely clear what the obstruction felt by the customer's contractor was, I must find that there is no evidence of any structural abnormality in the pipework.
9. Having reviewed the evidence, I find that the customer's foul water pipe was not subject to one blockage, but became repeatedly blocked by the addition of foreign objects, including cloths and stones, to the pipe. I find that the company can only be obliged to clear the pipework where a blockage is reported to it; it is not required to proactively check pipework for blockage once its investigations have demonstrated the pipe to be clear. I find from the evidence that the company did effectively clear the pipe on each occasion, and that it was not responsible for the cause of the blockage, namely the introduction of inappropriate materials to the pipe.
10. It is against this context, of the pipe being subject to numerous separate blockages caused by third parties, that I must review the customer service provided by the company.
11. In reviewing the evidence, I find that the company acted promptly in response to each report of water in the customer's inspection chamber. In response to the initial report, the company was unable to gain access to the customer's inspection chamber. It found that a chamber further down the pipe had liquid in it and cleared this away. I find that the company reasonably believed that it had cleared the blockage at this time. It returned on 28 October 2016 and cleared a

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further blockage, between the customer's inspection chamber and the chamber that the company had previously been able to access and clear.

12. The company arranged for the pipe to be cleaned from the customer's inspection chamber at the head of the run, to the main sewer in the road. This took some significant time to complete due to access requirements. I note that the company also arranged for a new turning chamber to be installed in the pipe, allowing easier access to it. I am satisfied that the company took practical action to try to ensure the blocking issues did not recur and, if they did, to make it easier to resolve any blockages.
13. The company also agreed to cover the cost of the customer's private survey. I am satisfied that it was not liable to cover this cost, and that it did not request the customer to arrange for the survey. The company therefore met the cost as a goodwill gesture.
14. I also note that, after it became apparent that the cause of the blockages was misuse of the sewers, it sent leaflets to the relevant properties to try and stop this. I find that this was the most action that the company could reasonably be expected to proactively take in order to resolve the cause of the issue.
15. The customer has stated that the company 'lied' to her within correspondence. I find no evidence to support this. I must find that on each occasion the company advised that the blockage had been removed, it reasonably believed that it had done. As above, the blockages recurred due to misuse of the sewer; this will create separate blockages, but does not mean that the company was incorrect or 'lying' when it advised, on each occasion, that the pipe was clear and free flowing.
16. I am therefore satisfied that the company demonstrated a generally high standard of care to the customer. Notwithstanding this, the company did fail to notify the customer, for three months, when a rodding eye cap had been replaced. It also delayed in sending a copy-email by post in May 2017.
17. The customer has stated that, on or around 23 August 2017, an ultra-sound survey was conducted on the line. The company denies arranging this and states that it has no record of such a survey for the customer or any of her neighbours. I have no reason to doubt that such a survey took place, however it is unclear who requested the survey or why they did so. I also

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note that the CCTV surveys found no structural blockage in the pipe; in light of this, it is unlikely that the company would have paid for an ultra-sound survey. The company cannot take action in relation to a survey that it has clearly stated it did not order and did not undertake.

18. I acknowledge that the customer has experienced significant stress as a result of the ongoing issues with blockages. However, I am satisfied that the underlying cause of the stress was the blockages, for which the company was not responsible, and the company's inability to stop the issue recurring. As noted above, the company did contact the relevant properties in an effort to educate the residents, stop misuse of the sewers. It also ensured it would have easier access should blockages recur. Whilst there were some customer service oversights, accepted by the company and identified above at paragraph 16, I do not find the company to have caused or contributed to the inconvenience and stress levels experienced by the customer.
19. The customer has requested that the company place more bait in its sewer to make sure that the rats are gone. I acknowledge the company's submission that the rodding eye cap was not present on its first visit and that it is likely that rats had been in the sewer for years. This is supported by the company's photographs; I am therefore unable to find the company responsible for introducing rats into the relevant pipework.
20. I note that the company states that it has had no report of rats in the sewer since 16 November 2017, and that its visit on 11 December 2017 was negative for rats. In the customer's reply, she also states that she saw rats on 17 and 19 October and 10 November 2017. I am therefore satisfied that there has been no further rat activity and, accordingly, nothing to be gained by the company placing additional bait in the sewer at this time. I therefore make no direction for the company to conduct more baiting.
21. The customer has requested an apology for being treated as if she were lying when she said the drain was not clear. The customer has also mentioned the Consumer Council for Water in her complaint; for the avoidance of doubt, I am only able to deal with the company and the customer service it provided. As above, I have found no evidence of the company 'lying' to the customer, and the company consistently arranged for the line to be cleared when an issue was reported to it. This does not indicate any unwillingness on the part of the company to believe the customer. I am therefore not persuaded that the customer is entitled to an apology for how the company handled the customer's complaint.

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22. The customer has requested that her charges for 12 months are cancelled. I find that the customer has received the full value of the water and sewerage charges applied. Whilst the customer has experienced some issues, I find that compensation should be considered separately from the bill as there is no dispute about the amounts of water used.
23. The customer has requested compensation totaling £3370.12, including waiver of her bills. As above, I have found that the company was not responsible for the blockages, and that it acted promptly to remove the blockages once they were reported. I have also found that the company demonstrated a high level of customer service throughout, excepting two instances highlighted above.
24. The company made an offer of £280.00 in compensation to the customer, consisting of £100.00 in recognition that the customer was unhappy with the customer service received, £10.00 per month between October 2016 and September 2017 when the company was confident that it could do nothing beyond react to reports of blockages, £30.00 for the delay in sending a copy-email by post, and £30.00 for the delay in advising that a rodding eye cap had been replaced.
25. I consider this offer to be reasonable and proportionate to the issues experienced by the customer for which the company has accepted it is responsible. I am not persuaded that the company can be held liable for the additional stress caused by the blockages recurring as it was not responsible for the sewer misuse. In view of the defence being clear that the company's offer still stands, I find it appropriate to direct the company to pay the customer the offered sum of £280.00 in compensation.

Outcome

The company needs to take the following further action(s):

Pay the customer the sum of £280.00 in compensation.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 22 February 2018 to accept or reject this decision.

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- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
 - If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
 - If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.
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A handwritten signature in black ink, consisting of a stylized, cursive 'A' followed by a long horizontal stroke that ends in a small flourish.

Alison Dablin, LL.M, MSc, MCI Arb

Adjudicator

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