

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0768

Date of Decision: 03 December 2018

Complaint

The customer has suffered an infestation of rats at his property that he believes was caused by the company removing a rodding-eye/interceptor cap in an adjacent manhole. Consequently, he utilised pest control companies to eradicate the infestation at a cost of £690.00. The customer claims reimbursement of this amount plus an additional amount of £500.00 for the stress caused.

Defence

The company states that it has always attended the customer's property and checked the appropriate wastewater system whenever the customer has requested assistance with his rodent infestation issues. It has laid bait and fitted a replacement interceptor trap to the manhole close to his house. The company notes that pest control is the responsibility of the local authorities, and thus declines to pay any compensation, and has not made any settlement offer.

Findings

The company has taken reasonable measures to assist the customer. No damage to the physical parts of the sewer system has been identified. The means of rodent access to the property has not been definitively established. From the documents provided there is no evidence that the company failed to reach the standard to be reasonably expected. Thus, reimbursement of expenses and payment of compensation is not applicable.

Outcome

The company does not need to take any further action.

The customer must reply by 4 January 2019 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0768

Date of Decision: 03 December 2018

Party Details

Customer: []

Company: [].

Case Outline

The customer's complaint is that:

- He has experienced an infestation of rats at his property necessitating him having to employ the services of pest control companies at a cost of £690.00.
- The customer believes that the infestation problem began after the company removed a rodding eye cap at one of its manholes in his neighbourhood, and that the replacement of the cap at his request ended the rodent incursions into his house.
- The customer asserts that after contacting the company it inspected the manhole and adjacent pipework and identified the presence of rats, and left bait in the chamber. However, he claims that the company appeared to accept the presence of rodents in its network as normal and that it would not take any further remedial action thus leaving the neighbourhood at the mercy of potential invasion by rats.
- As a consequence, the customer employed the services of specialised pest control companies, who made several visits to the property, one of which advised that it believed rodent access was via the drain chamber at the front of the property and recommended that the company be contacted to investigate and fit a rat trap to prevent ingress. The customer's total expenditure on

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

pest control is stated to be £690.00, and the customer is claiming reimbursement of this amount from the company.

- The customer states that he has a small child living in his house and that he was very concerned about its welfare while dealing with the rat infestation. Additionally, he believes dealing with the company in attempting to solve the rodent ingress was a stressful experience and as such he claims the amount of £500.00 in compensation.

The company's response is that:

- The customer has not provided any evidence to support his claim that the rat infestation started after the company removed a rodding eye cap from a manhole on his wastewater system and ceased after a cap was fitted.
- The company notes that it was first contacted by the customer on 30 August 2017 when he stated that a pest control company employed by him advised that there was damage to a manhole located at the front of his property. On the same day, the company despatched an engineer to inspect the manhole, he found no damage and placed rodent bait inside the chamber. The technician made two further inspections on 10 and 18 September 2017 and removed the bait after finding no evidence of rodent activity.
- On 13 October 2017, the company again sent an engineer to inspect the manhole following a further complaint by the customer of rodent incursion at his property. In a subsequent telephone call from the company to the customer on 17 October 2017 the customer claimed that the company had recently removed a rodding eye cap in the manhole. The company records show that it had not worked on the customer's side of the road since November 2014 and even then, it was not at the manhole in front of his house. Consequently, the company refutes the claim that it removed the rodding eye cap from the manhole.
- On 02 February 2018, the company fitted an interceptor trap in the manhole in the neighbour's garden at house number 10 and again laid rodent bait. The company notes that the customer has stated in e-mail evidence dated 05 January 2018 that the infestation problem stopped after the fitting of the trap, yet the trap was not in place on this date. Thus, the company asserts that the rodent problem disappeared before the fitting of the trap.
- The company further draws attention to remedial measures taken by the customer's pest control experts, in particular to a reference to closing up a hole in the kitchen wall of the property, and

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

suggests that it was these actions rather than the fitting of the rodding eye cap that stopped the rodent ingress.

- The company records that it has no legal responsibility for rodent control as this is under the auspices of local authorities in terms of the Prevention of Damage by Pests Act of 1949, although it assists by baiting its sewer network.
- The company asserts that it has responded whenever contacted by the customer and has several times sent technicians to inspect the manhole and lay rodent bait. In an effort to assist the customer it subsequently fitted a rodding eye cap as requested. Thus, the company declines to accept the customer's request for reimbursement of costs and compensation.

The customer's comments on the company's response are that:

- He believes that the company has misunderstood his comments regarding the "missing cap" which he explains is the cap of a flow valve located on the property of his neighbour at house number 10, which is part of shared drainage facilities along with house number 14. He claims that the rat ingress problem was experienced by all three properties, and reiterates his position that he does not believe the company fully investigated as to how or where the rats were entering its sewer network.

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.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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. The dispute relates to the customer's claim for reimbursement of expenses incurred in countering a rodent infestation at his property which he believes was caused by actions or omissions on the part of the company. The company denies responsibility and declines to refund the expenses and to pay compensation.
2. I note that the WATRS adjudication scheme is an evidence-based process and it is for the customer to show that the company has not provided its services to the standard that would reasonably be expected of it.
3. I am satisfied from the evidence submitted to me that the customer was subject to having rats enter his house, and thus I believe the dispute centers around how the rodents were able to gain access to the property.
4. I understand that the customer had visits from a pest control company on 18 and 25 August 2017, and first contacted the company over rodent ingress on 30 August 2017 and stated that the pest control had informed him of damage to the manhole located at the front of his house. I note from the pest control company invoices submitted to me that on 18 August 2017 the pest control stated they had examined and baited the manhole but recorded no damage. On 25 August 2017, the invoice recorded that the customer was advised to contact the water company as it was "likely" that rodent ingress was through the sewerage system. However, I note that the pest control details additional possible ingress points including a hole above the porch, via the property cavity walls, and the rear of the dishwasher
5. The company responded on the same day to the customer's call and dispatched a network engineer to inspect the manhole, he reported no defects but deposited rat bait. A further inspection on 10 September 2017 identified only some small take up of the bait, and when an additional inspection on 18 September 2017 identified no rodent activity the bait was removed. The company asserts in both its Defence document and in its Timeline submission to the Consumer Council for Water [CC Water] dated 05 February 2018 (see Vistec Notes for 30 August 2017) that following the physical inspection and camera survey by its engineer at the manhole and adjacent system that no physical damage was discernible. Considering this, and as no evidence has been supplied to me to indicate that this position is incorrect, I am thus

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

satisfied that, on a balance of probability, damage to the manhole and adjacent sewer lines was not responsible for rodent ingress into the customer's property.

6. Subsequently, the customer contacted the company on 13 October 2017 to complain again of the presence of rats inside his house and requested the installation of a non-return valve at the manhole which he asserts was removed previously during work to clear a blockage. The company undertook an investigation and has submitted evidence to me to show that it has not worked on the customer's side of the road since November 2014, although the customer asserts that cap removal was done more recently. Notwithstanding, the company did install a replacement cap on 02 February 2018.
7. I am aware that in an e-mail to the company dated 20 October 2017 the customer states that the cap has been replaced, although the company has provided me with details to show that the replacement cap (interceptor trap) was fitted on 02 February 2018. I am aware that keeping records of such activity is a difficult for the customer but I am satisfied that the company would have recorded fitting a cap if it had done so prior to October 2017.
8. The customer in an e-mail to CC Water dated 12 January 2018 states that after the fitting of the cap the rat infestation problem ceased. However, I note that this e-mail was sent some 21 days prior to the actual installation of the cap. Thus, I find, on a balance of probability, that the cessation of the customer's rodent infestation was not occasioned by the installation of the cap and it follows that the cause of the problem was unlikely to have been the absence of a cap originally.
9. The customer states that he is disappointed with the company's response in that it appears to accept the presence of rodents in its sewer system and takes no remedial action to tackle the issue. However, I note the company's reliance on the provisions of the Prevention of Damage by Pests Act of 1949 which places responsibility for pest control on the applicable local authority. The company is obliged to ensure that it maintains and repairs where necessary its assets such that rodent access is prevented, but the company is not liable for general pest control in any neighbourhood. I am satisfied that the company has complied with its obligations in this case, no damage was apparent and the company made several return visits to ensure the integrity of the system.
10. The customer further complains that he feels "let down" by the company as he believes it did not fully investigate the causes of the infestation of rodents in his property. I note that the company has shown that it attended his property on several occasions to investigate the manholes and pipelines in his wastewater system that he shares with his neighbours, have laid rat bait, and

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

finally installed a interceptor trap at his request. I am therefore satisfied that the company responded to the customer's complaint to a level sufficient to be expected by a reasonable person.

11. The customer, in his Comments to the Defence, has claimed that the company has misunderstood his references to the location of a missing cap. He asserts that the cap was missing from a manhole located in his neighbours property at house number 10 and not in the manhole in his garden. I find that the evidence submitted to me indicates that the customer is correct and the cap was fitted to the manhole at house number 10 on 02 February 2018. However, I note that the two invoices issued by the pest control in August 2017 refer to the manhole located at the front of the customer's property and the company e-mail dated 02 November 2017 similarly refers to the manhole at the front of the property. None of these references were flagged up by the customer at the time as being incorrect and as such I find, on a balance of probability, that the company has correctly understood that the manhole located in front of his property was the one to which the customer was referring throughout his period of dealing with the infestation, ie- the one located at the Customer's house. Again, on a balance of probability, I find that the fitting of the interceptor trap on 02 February 2018 in the manhole at house number 10 is not linked to the rodent incursions into the customer's property in August and October 2017.
12. The customer is requesting the company reimburse the sum of £651.00, being the amount he expended on the use of the pest control companies. As I have found that the company is not culpable in causing the ingress of rodents into the customer's property it follows that I find compensation for the expenses is not applicable.
13. The customer further claims the amount of £500.00 as compensation for the stress he asserts was occasioned by his dealings with the company over the infestation issue. Again, as I have found that the company dealt with the customer in a reasonable and satisfactory manner then it stands that the issue of stress is not compensable.
14. Overall, I find no evidence of the company failing to provide its services to the standard to be reasonably expected by the average person. Thus, I find that the company is not required to take any additional action. Consequently, the claim cannot succeed.

Outcome

The company does not need to take any further action.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
 - The customer must reply by 4 January 2019 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.
-



Peter R Sansom
MSc(Law); FCI Arb; FA Arb; Member London Court of International Arbitration;
Adjudicator

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.