

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0799

Date of Decision: 31 May 2018

Complaint

The customer's claim is the company didn't consult him whilst repairing a sewer that was damaged by his own builder during the course of carrying out renovations on his property. Furthermore, the company took too long to carry out repairs needed to the sewer. The customer is seeking for the company to acknowledge the consultation was inadequate, an apology and confirmation that when the company has the owner details on file they will contact them as a matter of routine.

Defence

The company submits it consulted the customer's appointed representative throughout the repair process. The works needed to repair the sewer were very technical in their nature and the company undertook its repairs as quickly as possible considering the circumstances. Furthermore, the company has provided a good level of service at all times throughout its dialogue with the customer and therefore the company is not liable for any damages in this respect. The company has not made any offers of settlement.

Findings

I am satisfied the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to consulting the customer about the works needed to repair the sewer. Furthermore, I am satisfied the works were done by the company as quickly as it could, considering the circumstances. In addition to this I find there have been no failings with regard to customer service as the company has provided a good level of service at all other times throughout its dialogue with the customer.

Outcome

The company does not need to take any further action.

- The customer must reply by 28 June 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0799

Date of Decision: 31 May 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The customer's claim is the company did not consult him whilst investigating and repairing its network on the customer's property due to damage done to the sewer network by the customer's own builders.
- The customer further states the damage was done to the company's sewer network was in August 2017, however, the company did not start its works until November 2017 and completed in December 2017, which in the customer's view is excessive.
- The customer is seeking for the company to acknowledge the consultation was inadequate, an apology and confirmation that when the company has the owner details on file they will contact them as a matter of routine.

The company's response is that:

- The company's position is that the company consulted with the customer's builder who had applied for the build over consent, he was also the customer's point of contact regarding the new water supply and he was the occupier of the property. Under section 159 of the Water Industry Act 1991 the company is required when giving notice to give reasonable notice to the owner and occupier of the property. As the builder was on site on a daily basis the company was correct in providing the notice to the builder as the occupier of the property and communicating with the builder throughout the repair process. The company submits it was

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agreed with the builder the builder would keep the customer, as the owner of the property, informed of matters throughout their dialogue.

- The company submits that due to the damage to its assets the repairs required were substantial, required the customer's builders to make the site safe, included detailed drawings and technical engineers input. All of which led to a prolonged investigation, assessment and repair period. In any event, the company did all the repairs it could, as quickly as it could, and therefore the company is not liable for any damages in this respect.
- Furthermore, the company has provided a good level of service at all other times throughout its dialogue with the customer, and therefore the company is not liable for any damages in this respect.

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.

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 consulted with and kept informed the customer whilst repairing the company's assets within the customer's property boundary. The

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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 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 customer and the company, I understand the customer's builder damaged the inceptor trap by filling with concrete on or around the 25 August 2017. The company became aware of the issue due to the customer's neighbours reporting their facilities were backing up and there was also an overflowing manhole at the rear of the properties.
6. The company states within their defence documents that between the 28 August 2017 and 18 September 2017 the company investigated the issue and continually pumped out excess water from the manhole. On 14 September 2017 the company located the interceptor trap which was full of concrete. The company states during this period it discussed matters with Mr A Smith who was the manager of the building firm employed by the customer and he advised all contact should go through him. The company also states Mr A Smith advised he would keep the customer informed throughout the repair process. I understand from the customer's evidence he did not deny he was keep informed by Mr A Smith. The various correspondence also shows the company had already been communicating with Mr A Smith since 12 May 2017 concerning build over consent which was granted on the 1 August 2018.
7. As shown within the various correspondence between the parties the remedial work to remove the concrete was agreed on 20 September 2017 during a site meeting. Present during the site meeting was the customer's builder. On the same day the company issued a Section 159 notice by hand to the customer's builder as he was the occupier of the property, he had damaged the company's assets, he had applied for the build over consent on behalf of the customer. On 28 September 2017 the customer applied for a new water supply connection for the property and nominated the same builder as his nominated contact.

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8. After careful review of the various correspondence, I am satisfied the company was correct in corresponding with Mr A Smith. I find Mr A Smith was in all intents and purposes the occupier of the property, he had also damaged the company's assets, he had applied for the build over consent on behalf of the customer and later he was the nominated contact regarding the new water supply.
9. Under the Water Industry Act 1991 the company has the right to access its assets even if on private property and make such repairs as necessary. The company must give reasonable notice to the property's owners and/or occupiers before starting any work. However, the company does not need signed permission from the property's owners and/or occupiers and there is no set time limit which to start or complete such works. prevent further leaks.
10. A structural survey commenced on 4 October 2017 with the company receiving the report on 6 October 2017 which stated works could commence once the customer's builders had made the site safe. The evidence shows the customer's builder notified the company the site was safe on 2 November 2017 once the open trenches surrounding the property had been backfilled. On 15 November 2017 the company commenced repairs works and on 18 December 2017 the repair works were completed. I understand this matter has now been resolved to the satisfaction of both parties.
11. In light of the above and after careful review of all the evidence, I find the company has not failed to provide its services to the standard one would reasonably expect with regard to consulting the customer whilst investigating and repairing its network on the customer's property. Accordingly, I find the company does not have to acknowledge the consultation was inadequate and confirm when the company has the owner details on file they will contact them as a matter of routine.
12. The company has certain obligations in respect of its customer services and I am satisfied the company accepts it provided poor service in this respect, this poor service is explained within the company's defence and the letter to the customer from CCWater. After careful consideration of all the evidence put forward by both parties, I find the sum paid of £100.00 is appropriate compensation for the failings regarding the delays in repairing the company assets on the customer's property.

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13. 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 failed to provide its services to the customer to the standard to be reasonably expected by the average person as explained above. However, I am satisfied the company has sufficiently apologised and paid recompense where appropriate within its dialogue with the customer. Therefore, I find the company is not required to provide a further apology.

14. 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 regard to consulting him or his wife with the planned repairs, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues. Furthermore, I am satisfied there have been no failings with regard to customer service, which the customer has not already been paid adequate compensation for, as the company has provided a good level of service at all other 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 28 June 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 FCIArb
Adjudicator

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