

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0866

Date of Decision: 27 June 2018

Complaint

The customer's claim is his foul drain should be cleared of any blockage and his property re-connected to the company's sewerage system without charge. The customer is seeking this as his sole redress request.

Defence

The company submits the customer's property was never connected to the company's assets and therefore the company is correct in imposing a new connection charge. 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 imposing a new connection charge. Furthermore, I am satisfied 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 25 July 2018 to accept or reject this decision.

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ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /0866

Date of Decision: 27 June 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The customer's claim is they purchased a property in November 2016 to convert into a single dwelling property. On purchase, the property included a single outside toilet with a foul water drain and a water supply pipe both of which, to their knowledge, was or had been connected to the company's assets and therefore a connection to the company's assets existed.
- In October 2017, the customer's builder established the foul water drain from the original outside toilet was blocked outside the boundary of the customer's property. The customer states that, as this drain was believed to be connected to the company assets, it was for the company to clear the blockage and reconnect the drain to the sewerage network.
- The customer is seeking for the company to clear the blockage in the foul drain and reconnect the foul drain to the company's sewerage network without charge.

The company's response is that:

- The company's position is the customer's property has never been connected to the company's or its predecessor's foul sewerage system and as such there is no requirement for the company to clear any blockage or connect the customer's property without charge.
- The company submits the customer's foul drain was most likely connected to a private sewerage system serving 1 Oak Road and the customer only had the right to connect to this private sewerage system whilst in private ownership. The private sewerage system serving 1

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Oak Road was adopted by the company before 1970 and it was at this point the customer's property's right to connect was extinguished. Since the foul sewage right was extinguished before 1970, for any right to connect to the company assets an application must be made. To date the company is unaware of any application past or present, as, if it had been made, the drain's route would have been fundamentally different.

- Furthermore, even though the customer is entitled under Section 106 of the Water Industry Act 1991 to have his property connected to the company's assets, the company requires the customer to request and pay for a new connection. This has not been done by the customer as matters currently stand, as any connection must be made by the company to avoid damage to the company's assets.
- The company submits it has also explained to the customer in September 2016 that the company provided the property with just a water supply and the property was not connected to the company's sewerage network, the property had also never received a bill for sewerage services.
- 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, it must be proven 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.

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2. The dispute centres around whether the customer's property is, or has been, connected to the company's or its predecessor's foul sewerage system and, if so, whether the company should re-connect the customer's drain to its network without charge. 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 damage or 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 issues.
3. 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.
4. From the evidence put forward by both the customer and company, it seems the customer contacted the company on 6 September 2016 requesting the company clarify whether or not the property that they intended to purchase is on surface water drainage or main sewage. The company notes state the customer was informed the property was only paying water charges but no sewerage charges. Furthermore, the customer then requested the costs to connect the property to the company's sewerage network.
5. The customer evidence shows the customer purchased the property in November 2016. Building works were started in early 2017 and in October 2017 the foul drain, which was connected to the toilet on site, was investigated by the customer's builder. After contacting the company on 1 November 2017, it was established by a CCTV survey on 23 November 2017 that a blockage existed within the customer's foul drain outside the boundary of the customer property under the public highway - as shown by the customer's claim documents and the reply to defence. On 28 November 2017, the customer contacted the company stating that, as the property had no connection to the company's assets, a new connection would be required, and the customer would be liable for the new connection charge.
6. The evidence shows a toilet existed on the customer's property that was either connected to a foul drain or led to a soakaway/void. Furthermore, it is not disputed the property was connected to the mains water supply, which supplied water to the toilet's cistern. The evidence shows the customer's property had the rights to use a private sewer, which lay behind 1 Oak Road. The

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company, within its defence, states the toilet on the customer's property was most likely connected to this private sewer behind 1 Oak Road prior to the sewer's adoption in or before 1970. The company states that the foul sewage right was extinguished once the company adopted the sewer as it was no longer private, and for any right to connect to the company's assets an application must be made by the property's owner. I am satisfied the evidence shows the right to use the private sewer behind 1 Oak Road only existed whilst the sewer was in private ownership; once the sewer was adopted then this right was extinguished. The company states that, to date, it is unaware of any application for the foul drain on the customer's property to be connected to the company's sewerage network, as if it had been made the drain's route would have had to have been fundamentally different to connect to the company's sewage network.

7. Furthermore, according to the company's CCTV survey on 5 January 2018, no connections from this private sewer to the customer's property now existed and therefore, at some point in time, before the company's adoption of the sewer behind 1 Oak Road, the connection must have been removed. I am satisfied that the fact the customer's foul drain is blocked supports the premise that, if any connection existed, then the connection must have been removed, or the customer's foul drain was never connected to the sewer behind 1 Oak Road (despite having the right to do so) but instead led to a soakaway or void.
8. The company states that in the unlikely case the connection had been removed after the sewer behind 1 Oak Road's adoption, then the company would have recorded the customer's foul drain was disconnected or the company would have charged the property's previous owners for sewerage service. The evidence shows the company has no records of any disconnection from the sewerage services and has not ever charged the previous owners of the property for sewerage services. Furthermore, I am satisfied the company undertook reasonable investigations, including various CCTV surveys, into the sewer behind 1 Oak Road and the surrounding sewer network. I am satisfied with the company's position that some sewers, such as the sewer between location 2015 and 1115, were not included within the CCTV surveys as the customer's foul drain would need a pumping station to access these sewers, and other sewers sat higher, so were inaccessible by the customer's foul drain. Therefore, I find there is no connection between the customer's property and the company's sewerage network through the foul drain running from the customer's property.
9. The customer is entitled under Section 106 of the Water Industry Act 1991 to have the property connected to the company's sewerage network. As above, I have found there are no

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connections between the customer's property and the company's sewerage network and so am satisfied a new connection would, indeed, be needed. As such, I am further satisfied that, for a new connection to take place, the customer will need to request and pay for a new connection.

10. 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 imposing a new connection charge.
11. The company has certain obligations in respect of its customer services and after careful consideration of all the evidence put forward by both parties, 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.
12. As a result, I find the customer has not shown that the company failed to provide its services to the standard to be reasonably expected with regard to imposing a new connection charge, nor has the customer shown that 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, 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 25 July 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.

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A handwritten signature in black ink, appearing to be 'ML', followed by a long horizontal line extending to the right.

**Mark Ledger FCI Arb
Adjudicator**

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