

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0907

Date of Decision: 27 November 2018

Complaint

The customer's claim is that she has been experiencing noise and vibrations within her property since September 2016, and the noise and vibrations are being caused by the company's assets. Furthermore, the company has failed to undertake appropriate investigations to identify and rectify the cause of the noise and vibrations. The customer asserts this inaction led to sleepiness nights, inconvenience and distress. The customer is seeking £5,000.00, comprising £2,500.00 compensation for herself and £2,500.00 for her husband.

Defence

The company states that it has gone above and beyond to investigate the cause of the noise/vibrations. During its investigations the company eliminated those assets belonging to the company as the cause of the alleged noise/vibration at the customer's property. Furthermore, the company is unable to determine the cause of the noise/vibrations and has recommended internal acoustic investigations to be undertaken, which is a private matter for the customer. Therefore, no sums are due. The company has not made any further offers of settlement.

Findings

I am satisfied from the evidence that the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to fully investigating the source of the noise and vibrations. Furthermore, I am satisfied there have been no failings with regard to customer service as I find the company has provided a good level of service at all times throughout its dialogue with the customer.

Outcome

The company needs to take no following further action.

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

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Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- She has been experiencing noise and vibrations within her property since September 2016 and the noise and vibrations are being caused by the company's assets.
- Furthermore, the company has failed to undertake appropriate investigations to identify and rectify the cause of the noise and vibrations.
- This inaction has led to sleepless nights, inconvenience and distress for both the customer and her husband.
- The customer is seeking £5,000.00, comprising £2,500.00 compensation for herself and £2,500.00 for her husband.

The company's response is that:

- It has gone above and beyond to investigate the cause of the noise/vibrations.
- During its investigations the company eliminated those assets belonging to the company as the cause of the alleged noise/vibration at the customer's property.
- Ultimately, the company was unable to determine the cause of the noise/vibrations despite its investigations.
- As the company cannot determine the source of the noise/vibrations it has recommended internal acoustic investigations to be undertaken by the customer, this would be a private matter for the customer.
- On each occasion the customer made a complaint, this was taken seriously and fully investigated. The company asserts it kept the customer updated on the investigations that tried to identify the source of the noise/vibrations.
- The company state it should not pay any compensation as when dealing with the customer's complaint the company did all it could, as quickly as it could with regard to investigating the

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source of the noise/vibrations, and there was no intention to cause the customer stress or inconvenience.

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.

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 dispute centres on whether the company failed to undertake appropriate investigations to identify and rectify the cause of the noise and vibrations that the customer had been experiencing since 2016. 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 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.
2. Furthermore, the company also has certain obligations in respect of its customer services as set out in OFWAT Guaranteed Standards Scheme (GSS).

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3. The customer initially contacted the company on 27 September 2016 reporting noise and vibration at her property, which she alleged emanated from the company's assets. On the 3 October 2016 the company attended the property and checked the customer's pipes for "Water Hammer" and as evidence by the company's attendance notes no excessive noise was found. The customer investigated the matter further and by 6 January 2017 could still not locate the source of the noise and vibration. The customer contacted the company again in January 2017 and requested that it investigate the matter further as she still believed the company's assets were the root cause of the noise and vibration. Between the 6 January 2017 and 26 May 2017, the company undertook various investigations. These investigations included a thermal drone survey of the company assets surrounding the customer's property, installation of acoustic listening devices, investigation of the field next to the customer's property, investigation of nearby pumping stations and it was established in case that none of the company's assets were the cause of the noise and vibration within the customer's property. The company's view was that acoustic recordings of the rooms affected within the customer's property would be the only way to establish the source of the noise and vibration; however, these acoustic readings would be for the customer's account as it would be a private matter for which the company has no responsibility. I understand at the time the customer did not employ any third party to undertake any internal acoustic investigations; however, in February 2018 Environmental Health installed some internal acoustic that failed to record the noises due to manufacturing faults.

4. The evidence shows that the customer continued to report both noise and vibration at her property and the company started a second set of investigations on 26 April 2018. The company placed eight acoustic loggers at various locations around the customer's property including the chamber (which the customer refers to as the green cabinet within her evidence) located two meters outside the customer's property, which the customer had indicated as a possible source of the noise/vibration. During these investigations a reading of 54db was recorded and was traced to a leaking hydrant. The hydrant was repaired and was then ruled out as a source of the noise and vibration. A reading of 19db was measured outside the chamber located a few meters from the customer's property, which the company states is barely audible and would not be sufficiently high enough to be heard inside a double-glazed house or to cause vibration. The company states that the meters inside the chamber are near the end of their lifespan and will be replaced in the near future and any electronics within the chamber have been disconnected since April 2018. The end result of all the company's investigations was that none of the company's assets were the cause of the noise and vibration within the customers property and the customer should to re-approach Environmental Health or/and recommence internal acoustic readings to establish the source of the noise and vibrations. After careful analysis of the

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evidence, I find that the customer has not proved that the company is responsible for the noise or vibration. Whilst I appreciate the customer's frustration that the source of the noise and vibration has not been established, I am satisfied that the company did what it could regarding establishing the source of the noise and vibration and did not need to take any further action in this regard. Furthermore, I agree with the company's interpretation that any internal acoustic readings or approaching Environmental Health are the responsibility of the customer. Therefore, I find the company did not fail to provide its services to the customer to the standard to be reasonably expected with regard to investigating the noise and vibration.

5. The company has certain obligations in respect of its customer services. After careful review of both the customer's letters and the company's responses, I am satisfied that, by the end of the company's dialogue with the customer, the company had adequately explained how it investigated the source of the noise and vibration within the customer's property and the reasons why the customer is responsible for any further investigations.
6. From the timeline set out within the various correspondence, I find the company responded adequately, to all the customer's concerns. Furthermore, after careful analysis of all the correspondence submitted in evidence, I am not satisfied that it has been proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person in respect of customer service.
7. I note that the customer has requested redress of £5,000.00. As above, I am not satisfied that it has been proven the company failed to provide customer service to the standard to be reasonably expected and as I have already found that the company are not responsible for the noise and vibration, I therefore cannot find the company liable for these costs. The company's customer service and actions were reasonable and did not cause any loss. Accordingly, I find the evidence does not support the customer's position and so this aspect of the customer's claim fails.
8. In light of the above, I find the customer has not proven the company failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to noise and vibration, 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 in respect of customer service as the company has provided a good level of service at all times throughout its dialogue with the customer.

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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 December 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 FCI Arb
Adjudicator**