

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /0984

Date of Decision: 28 February 2019

Complaint

The customer's claim is the company took an excessive amount of time to repair its sewage assets within the customer's property that was causing internal sewer flooding. The flooding caused by the damaged sewer prevented the customer letting out the property for the period of works and was the reason why the current tenant left the property. The customer is seeking the company to pay compensation of £3,000.00 for loss of rent and £1,000.00 for inconvenience/distress incurred throughout the repair period.

Defence

The company submits that with regard to any loss of rent, the delay in the repairs was partly due the company initially being unable to find any defects with its assets. The repairs to the company's assets were delayed further due to customer's requesting a delay over the festive period and then a further delay due to her wish to rent the property during [] Race Week. Once the defects had been identified the company did all it could as quickly as it could to repair the issues. Furthermore, the property was not at any time uninhabitable and accordingly there was no loss of rent. The company acknowledges there were various failings in customer service and the customer has been paid £800.00 compensation for such. The company has not made any further 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 the length of time for the repairs. Furthermore, I am satisfied the repair works were done by the company as quickly as it could, considering the circumstances. With regard to customer service, I am satisfied the £800.00 paid to the customer is adequate to cover the various failings of customer service.

Outcome

The company needs to take no further action.

- The customer must reply by 28 March 2019 to accept or reject this decision.

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Date of Decision: 28 February 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The customer's claim is the company took an excessive amount of time to identify any defects and then repair its assets within the courtyard of her property.
- The customer further states the initial failure to identify any defect and the excessive time for repairs resulted in the customer incurring loss of rental income of £3,000.00.
- Furthermore, once the issue had been raised with the company, she endured poor customer service through her dialogue with the company which led to inconvenience and distress.
- The customer is seeking for the company to pay compensation of £3,000.00 for loss of rent and £1,000.00 for the inconvenience and distress incurred.

The company's response is that:

- With regard to any loss of rent, the delay in the identifying any defects and the subsequent repairs was partly due the company initially being unable to find any defects with its assets. On each occasion, up until November 2017, the company was unable to find any issues with its assets surrounding the customer's property.
- Once the defects had been identified the repairs to the company's assets were delayed further due to customer's requesting a delay over the festive period and then a further delay due to her wish to rent the property during [] Race Week.
- Once the defects had been identified the company did all it could as quickly as it could to repair the issues.
- Furthermore, the property was not at any time uninhabitable and accordingly there was no loss of rent.
- The company acknowledges there were various issues with the customer service throughout its dialog with the customer. The company offered to the customer as a gesture of goodwill

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£800.00 to cover these failings, which the customer has accepted. Accordingly, no further sums are due in this regard.

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 customer is entitled to compensation of £3,000.00 for the loss of rent and £1,000.00 for inconvenience and distress due to the amount of time the company took to repair its assets within the customer's property. 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 and the company's own Customer Guarantee Scheme.

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3. From the evidence put forward by the customer and the company, I understand that on 20 November 2016 the customer's tenant contacted the customer to express concern at foul water flooding in the rear courtyard of the customer's property. Between November 2016 and December 2017, the customer experienced further flooding on various occasions. On each occasion the company visited the customer's property either the same day or the following day and on each occasion the company could not find any flooding; however, on two visits they did find sanitary products that prevented the clear flow of the sewer. These sanitary products were removed on each occasion. On 8 December 2017, the company received a call from the customer stating there was a blockage in the manhole within the customer's property. During this visit it was identified by CCTV that there was defect on the sewer that was causing waste to hold. On 15 December 2017 the company approved works to commence to fix the defect and on the 19 December 2017 the company tried to contact the customer to arrange for the works to take place. The customer contacted the company on 21 December 2017 stating the courtyard had flooded again, and could the company attend to fix the problem as soon as possible. The company attended the property the same day and found no flooding but a surcharged manhole, which was cleared by the company. Also, on 21 December 2017 the customer advised the company she wished the works on the sewer defect to take place after the Christmas period and that her and her tenant would not be available until mid-January 2018. The evidence shows the company attempted from late December 2017 through to the end of January 2018 to gain access to the customer's property to commence works; however, the customer's tenant was not available to provide access. During this period the customer advised the tenant was leaving the property, and could the company attend the property once her tenant had vacated the property in February 2018.

4. On 7 February 2018 the company attended the property to complete the patch lining to the sewer; however, it was found the work had been marked up incorrectly and a collapse was identified further along the sewer. Further investigations took place between 12 February 2018 and 11 March 2018. Except for a visit by the company on 14 March 2018, to check the manhole had not blocked up, no works took place between 11 and 16 March 2018. This period of delay was due to the customer wishing to rent out the property for this period ([] Race Week). The company reattended the property on 19 March 2018 and it was found the company would also need permission from a neighbouring property to enable it to continue with its repair works. Access was granted from the neighbouring property on 29 March 2018 and the repair works continued with actual work in the customer's garden commencing on 9 April 2018. The evidence

shows a delay between 12 and 30 April 2018 due to the need to get permission from another neighbouring property to take down a boundary wall. The works were completed on 3 May 2018.

5. With regard to whether the company investigated the cause of the flooding of the customer's courtyard fully. As stated within the company's defence documents, blockages in sewers do occur, particularly in small diameter sewers, due to unsuitable materials being disposed of into the sewer. The fact that a blockage occurs does not necessarily suggest a defect or fault with the sewer unless there is a repeat incident on a regular basis. The evidence shows the company carries out investigations in cases where there are at least three separate incidents within the same length of sewer within a period of twelve months. The evidence shows that after flooding being reported between November 2016 and January 2016 the company undertook a CCTV survey to check the condition of the sewer and no issues were found. Following a further incident in March 2017, the company once again carried out a CCTV survey of the sewer and again no issues were found. Further investigation took place each time the customer reported an issue resulting with the company identifying a defect in December 2018. Whilst I appreciate the customer's position and it is unfortunate that the defect was not detected earlier, however, that this is of no fault of the company as they did investigate as best it could and acted appropriately according to the results of its investigations. In light of the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the investigating the source of the flooding at the customer's property.
6. With regards to the length of the repairs, the evidence shows the company contacted the customer on 19 December 2017 to arrange a suitable time for the repairs. The customer requested the company attend after the festive period and after her tenant left the property, approximately seven weeks from time the company initially contacted the customer. Once works were started further delays were incurred due to the need for the company to get permission from the customer's neighbours and the customer's request that no works be undertaken during the week 11 to 16 March 2017. The repairs to the customer's property were completed on 3 May 2018, approximately 14 weeks after the date the company's contractors contacted the customer to discuss what works were needed. Within the company's defence it is explained the delay was mainly due to the customer's request that the company postpone the delay over the festive period and until her property was empty of tenants, approximately eight weeks in total. Further delays of two weeks were due to the company requiring the permission from the customer's neighbours to commence works within their properties. After careful analysis of the various correspondence between the parties, I find the company had to seek the permission from the

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customer's neighbours and could not have known about this before and so, as frustrating as it was for the customer, the delay was necessary and not as a result of a failure by the company . In light of the above, I find there are no grounds to conclude the company has failed to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the length of time taken to repair the property.

7. The customer has stated that due to the length of the repairs she was unable to rent out her property. The customer requested the company postpone the delay over the festive period and until her property was empty. Further delays were due to the company requiring the permission from the customer's neighbour to commence works within their properties. I am conscious that there is no evidence to suggest the property was uninhabitable during the flooding or subsequent repair works. Furthermore, there is no evidence to support the customer's requested redress of £3,000.00 for lost rent or that the tenant left the property due to the flooding issue. The WATRS scheme is evidence based and I am satisfied the customer has neither supported her position with evidence or explained why she is unable to do so. As above, I have found the company did not fail to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the length of time taken to repair the property. Accordingly, I accept the company's position and find that no sums are due in this regard.
8. The customer has stated that due to the length of the repairs she experienced high levels of inconvenience and stress. After careful review of the evidence put forward by both parties, I find that compensation is not due for this aspect of the customer's claim. A substantial period of the delay was due to the customer's requests to postpone the delay over the festive period and until her property was empty. Further delays were due to the company requiring the permission from the customer's neighbour to commence works within their properties. Whilst I sympathise with the customer regarding the inconvenience, stress and disruption the incident would have undoubtedly caused during her holiday, it was the customer's choice to go on holiday whilst the repair works were being undertaken. I have already found the company did not fail to provide its services to the customer to the standard to be reasonably expected by the average person with regard to the length of time taken to repair the property. Accordingly, I accept the company's position and find that no sums are due in this regard.
9. The company has certain obligations in respect of its customer services, and I find the customer has been adversely affected by the lack of information throughout her dialogue with the company. I am satisfied the company accepts it provided poor service in this respect. I

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understand from the company's defence this issue was resolved within the correspondence with the Consumer Council for Water and the customer was compensated £800.00 at that time. I am therefore satisfied there have been no failings with regard to customer service, which the customer has not been already adequately compensation for.

10. In light of the above, 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 the time to identify any defects and repair its assets within the customer's property. Furthermore, I am satisfied the works were done by the company as quickly as it could, considering the circumstances. With regard to customer service, I find no additional failings for which the customer has not been already adequately compensation for. Consequently, the customer's claim does not succeed.

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 March 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 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**

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