

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1003

Date of Decision: 8 November 2018

Complaint

The customer's claim is the company should have completed a deep clean, rather than a basic clean of her cellar after it was flooded by a leak from the public sewer. Furthermore, the company failed to remove its rubbish and left her cellar in a mess. All of which will lead the customer to incur additional costs for both a deep clean and rubbish removal. The customer is seeking the company pay compensation of £1,000.00 for the additional costs which will be incurred to deep clean the cellar and remove the company's rubbish.

Defence

The company submits that no mess or rubbish was left in the customer's cellar. The company undertook a basic clean up within the repair period and any further clean-up costs incurred should be for the customer or her insurers account. The company has paid £850.00 in full and final settlement, for the various failures of service and length of repair, which the customer has accepted. Accordingly, no further sums are due. The company has not made any further offers of settlement.

Findings

I am satisfied the evidence points to the fact the company did not fail to provide its services to the customer to the standard to be reasonably expected, with regard to the deep clean and removal of rubbish from the customer's cellar.

Outcome

The company needs to take no further action.

- The customer must reply by 6 December 2018 to accept or reject this decision.

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Date of Decision: 8 November 2018

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The company did not complete a deep clean of her cellar after it was flooded by a leak from the company's assets.
- The customer further states the company left a mess/rubbish within her cellar which will lead the customer to incur additional costs for its removal.
- The customer is seeking the company to pay compensation of £1,000.00 for the additional costs which will be incurred to deep clean the cellar and remove the company's mess.

The company's response is that:

- The flooding in the customer's cellar was caused by a defect in the sewer, which the company was not aware of until the flooding had occurred. Furthermore, the company cannot be liable for any damage caused by sewer flooding unless it has been negligent, which in this instance it has not.
- The photographs the customer has provided show her personal belongings in the cellar and evidence of sewer flooding, they do not show any mess or debris left behind by the company after its repairs.
- When internal sewer flooding occurs, the company will carry out a basic clean-up to remove standing water and solids. The company will then disinfect any hardstanding areas. If further deep cleaning of an affected area is needed, as alleged by the customer, the company will then direct customers to their own insurers.
- The company does not consider itself liable for the costs involved in cleaning the customer's cellar or cleaning up her personal belongings.
- The company admits various failings of service during its dialogue with the customer and offered £850.00 as full and final settlement with regard to these customer service failings, which the

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customer accepted. A further £20.00 was paid to the customer for a later failing of service once the Consumer Council for Water was reviewing the dispute.

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 should pay for a deep clean of the customer's cellar due to a defect in the sewer which caused flood damage to her 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 (GSS).
3. From the evidence put forward by the customer and the company, I understand on 13 December 2017 the company was informed one of its sewers had failed and was flooding the customer's

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cellar. Repairs commenced the same day. The evidence shows various site visits and repairs were undertaken by the company between 13 December and 14 May 2018.

4. The repairs to the sewer and its surrounding infrastructure were completed on 14 May 2018, approximately seven months after the date of the flooding. Within the company's defence it is explained there were various issues with the sewer at different points, which each took a considerable period of time to resolve. A blockage and a newly found manhole were found after a CCTV survey on 14 December 2017, the blockage and manhole cover were repaired on 21 December 2017. On 29 January 2018 the customer contacted the company requesting that it re-attend the property to remove clay which had been left on her property after the repairs. A further visit by the company was arranged for 2 January 2018, to remove the clay, however, the company's contractor failed to attend, and the visit had to be rearranged for 4 January 2018. On 5 January 2018, the company completed another survey and found another blockage further down the sewer and a collapsed 'T' junction, these issues could not be repaired until 18 January 2018. On 8 February 2018, the company identified there was still an issue with the sewer and on 15 February 2018 a buried interceptor was found which would be needing to be removed. The interceptor was removed by 14 March 2018, however, the same day the customer contacted the company to advise that her drive was starting to subside where the company's works had been carried out. Further works were then carried out by the company including repairing the customer's drive which was completed on 14 May 2018. In my view, if the various issues with the sewer as a whole had been identified sooner and the company's contractors attended when required, then the various repairs could have been completed in a timelier manner. After careful analysis of the various correspondence between the parties and timelines, I am satisfied the company maintained an ongoing dialogue with the customer at each stage of the works, however, I find there are 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 sewer, the surrounding infrastructure and the customer's property.
5. On 14 May 2018 the customer contacted the company requesting compensation for various failures of service during the repair period. The company admits that during this period various failures of service took place resulting in the company on 5 June 2018 making a counter offer to the customer of £850.00 for these failings on top of a GSS payment in January 2018 of £244.94. On 9 June 2018 the customer contacted the company rejecting their offer and requesting approximately £3,000.00 for various failures of service, the stress/inconvenience incurred and the damage to her cellar during the repair period. The company responded on 13 June 2018 maintaining their offer and stating any further cleaning required for the cellar would need to be

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recovered from the customer's insurer. Within the same email the company stated that with regard to the photographs supplied by the customer they could not identify any rubbish or mess left by the company. The customer accepted the offer of £850.00 on 22 June 2018 and payment was credited against the customer's account on 26 June 2018. I am satisfied the payment of £850.00 adequately compensates the customer with regard to the length of time taken to repair the sewer, the surrounding infrastructure and the customer's property.

6. With regards to whether the company is required to pay for a deep clean of the customer's cellar. The company cannot be liable for any damage caused by sewer flooding unless it has been negligent and after careful analysis of the correspondence and evidence, I cannot find any indication the company has been negligent with regard to the damaged sewer. Against this background, I find the customer has not proved there was any failure to maintain the sewerage and nor has she proved the company failed to provide services to the standard to be reasonably expected. Reviewing the timeline of events as set out in the company's defence and the correspondence put forward by both parties it shows to me the company took reasonable steps throughout the period in question to trace and rectify the cause of the flooding. Therefore, 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 deep clean of the customer's cellar. Accordingly, the customer's requested redress fails regarding the deep clean of the cellar.
7. With regard to the alleged mess/ rubbish left behind by the company on careful review of the photographs supplied by the customer I am of the view they show only her personal belongings in the cellar and evidence of sewer flooding, they do not show any mess or debris left behind by the company after its repairs. Therefore, 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 removal of rubbish from the customer's cellar. Accordingly, the customer's requested redress fails regarding the removal of any mess or rubbish from her cellar.
8. The company has certain obligations in respect of its customer services. The company has stated no further Customer Guarantee Scheme (CGS) payments are due beyond the payment made in January 2018 of £244.94, as any other failing were covered by the goodwill payment of £850.00. After careful analysis of all the evidence provided, I am satisfied the company's position is correct with regard to the CGS payments.
9. 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 am

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satisfied the payment of £850.00 adequately compensates the customer with regard to the stress and inconvenience incurred due to the length of time taken to repair the sewer, the surrounding infrastructure and the customer's property.

10. The company sent an email to the customer on 26 June 2018 stating the £850.00 had been credited against the customer's account and the payment was made in full and final settlement. The evidence supplied by both parties shows that at no point until after the payment had been credited against the customer's account was there any mention this offer was made on a full and final basis. However, the customer accepted the payment without further comment. Therefore, I am satisfied the customer's acceptance sufficiently demonstrates the customer accepted the payment was made in full and final settlement and the company had settled all the customer's complaints.
11. 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 deep clean and removal of rubbish from the customer's cellar, nor has the customer proved the company failed to provide services to the standard to be reasonably expected when investigating these issues.

Outcome

The company needs to take no further action.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 6 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.



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**Mark Ledger FCI Arb
Adjudicator**

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