

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1170

Date of Decision: 1st May 2019

Complaint

The customer states that there is a rodent infestation at her home due to the fact that the company removed an interceptor near her property in 2009. The customer states that this has caused distress and financial loss to her and her family. She is unhappy regarding the conduct of the company over the complaint procedure.

As a remedy the customer seeks: a reimbursement of her expenses for private contractors, the interceptor to be replaced or for the company to change the sewers to supply one property, elimination of risk to family's health and a direction for the company to educate the general public about what blocks sewers. The customer seeks an amount of £618.45 in receipted costs and further unspecified amounts to ongoing and potential loss.

Defence

The company states that there is no evidence that the removal of the interceptor has caused a rodent infestation in the customer's home. The company states that it has visited the property multiple times and has carried out camera investigations on the pipes. It maintains that there is no evidence of rodents at the property. The company states that the remedies sought by the customer are not reasonable in the circumstances.

The company states it has made a payment of £75.00 in October 2018, as a goodwill gesture in recognition of the length of time that the complaint has been ongoing.

Findings

I found that the company did fail in its customer service in the manner in which the complaint was handled in April 2017. This is the extent of the finding against the company. I have not found that the company has failed in its service with regard to the main allegation that it is responsible for a rodent infestation at the customer's house.

Outcome

The company needs to take the following further action: Pay £75.00 in compensation to the customer.

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The customer must reply by 31st May 2019 to accept or reject this decision.

ADJUDICATOR'S DECISION

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Date of Decision: 1st May 2019

Party Details

Customer: [].

Company: [].

Case Outline

The customer's complaint is that:

- The customer lives at [] ("the Property").
- She claims that there is a rodent infestation at her Property.
- The customer claims that this infestation is due to the actions of the company.
- She states that an interceptor was removed by the company in 2009.
- The customer states that she has had to pay private contractors and electricians to repair damage caused by the infestation.
- The customer states that the infestation of rats is causing her and her family much distress and she is concerned for their health.
- The customer claims that the company's customer service is poor and that it frequently breaks its own timeframes.
- The customer seeks a reimbursement of her expenses for private contractors, the interceptor to be replaced or for the company to change the sewers to supply one property, elimination of risk to family's health and a direction for the company to educate the general public about what blocks sewers. The customer seeks an amount of £618.45 in receipted costs and further unspecified amounts to ongoing and potential loss.

The company's response is that:

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- It has properly investigated the claims and does not accept that any infestation is caused by its assets.
- It accepts that the interceptor was removed in 2009.
- It states that interceptors were used in Victorian times and are the cause of problems now, due to sanitary and other waste products getting blocked and causing foul flooding.
- The company notes that there is an eight-year gap between the interceptor being removed and the rodent infestation.
- It states it would be unreasonable to require the company to alter the pipe work to ensure that the customer is served by a separate system.
- The company states it has carried out CCTV investigations at the Property and has visited multiple times.
- It states a redundant lateral connection was closed in September 2018 but there was no evidence that rodents were using this to enter the Property.
- The company does not accept that it is liable to provide the remedies requested. It states it has made payments of £75 as a goodwill gesture and £50 for a missed appointment.

In response to the company's defence the customer states that:

- She has evidence that there are rodents and particularly that the council has identified the sewer as the cause of the infestation, there is an old nest and electricity wires were damaged.
- The customer states that there is further information she would like by way of a freedom of information request.
- She states that the company is the only party that claims that the rodent infection is not caused by the removal of the interceptor.
- The customer makes a number of further points that have been taken into consideration.

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.

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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. For clarity, regarding any issues of Data Protection or Freedom of Information Requests, the Information Commissioner's Office (ICO) is the forum that deals with these types of matters. It would not be appropriate for me to make findings on these issues that are in the jurisdiction of the ICO. Section 3.4.1 of the WATRS Rules states that a matter is outside the scheme if it is considered that *"a customer should be referred to a more appropriate forum for the resolution of the dispute."* I will proceed accordingly.
2. In considering this case I take into account that the evidence presented by the customer must satisfy me that there is a rodent infestation and that it is caused through the failure of the company to provide its service to the standard to be reasonably expected by the average person. The next step would be to ascertain if the evidence shows that this caused the customer financial loss. Only if satisfied of these matters would it be correct to address the issue of an appropriate remedy.
3. The customer claims that there is a rodent infestation at her Property caused by rats accessing the Property via the company's assets. The customer has stated in the Consumer Council for Water ("CCW") papers that the rodent infestation is apparent in the roof space of the single story extension. She has stated that she has not seen a rat since 2017, apart from a dead one in the bathroom. In her comments the customer gives more details. These are; that a neighbour has seen a rat in their own garden appear and disappear down a pipe; a plumber saw a rat in the sewer in 2015; builders found a redundant nest in 2018 when carrying out renovations on the attic; the council pest controller and two private pest controllers have stated that the sewer is the

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problem; wiring in the kitchen area had to be replaced by an electrician due to visible rodent damage.

4. I have to note that there are no supporting statements or reports from any of the third parties cited above. I note that the customer has included a letter from the council that indicates that they will be visiting the Property due to a claim of rodent infestation. However, there is no other information as to the findings of the pest controller from the council or the private pest controllers.
5. I take into account that the customer states in her correspondence to CCW that she “First raised” the complaint with the company in “April 2017”.
6. I am persuaded by the customer’s assertions and the information she has sent supporting her claim, such as receipts for poison and the note dated 18th April 2017 from the company investigation stating that rodent droppings were found in the sewer, that she has experienced a problem with rodents and that the customer honestly believes that there is an infestation and that this is dangerous for her and her family. However, I am not persuaded that there is sufficient information to find that there is an active and ongoing infestation at this time. I especially note that the customer states that she has not seen any rodents since 2017, apart from a dead one in her bathroom.
7. I shall go on to ascertain whether or not the company can be held responsible for the alleged rodent infiltration due to the removal of the interceptor in 2009.
8. The customer states that rodents are able to access her Property via the sewer pipes as a direct result of the company removing the interceptor in 2009. The customer has referred to this way in to her Property as a “highway” for rodents and explains that this was stated to her by a contractor.
9. The company states that had the removal of the interceptor been the cause of the problem, it would have occurred shortly after it was removed, not years later. I note that the first complaint was made in April 2017, eight years after the interceptor was taken away. I am conscious that the time difference here does not support the assertion that the interceptor removal is the cause of the problem experienced in 2017.

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10. The company states that it has investigated this claim and that it surveyed the sewer with a camera in April 2017 and again in September 2018. The company states that the investigations found nothing to indicate the presence of rodents. I refer particularly to a letter dated 20th September 2018 sent by the company and evidenced at page 34 of the CCW papers. This letter states that, *“no evidence of any rodents was found at this time”*. However, I note that at page 13 of the customer’s Additional Evidence bundle there is a document dated 18th April 2017. This document states under a section titled: *“What we found. Rodent droppings in sewer.”* The document states that CCTV investigation was carried out but that no fault was found with the pipes.
11. I consider that there was evidence of rodent presence in the sewer and that the company’s investigation confirmed this. I do not have evidence as to how this was followed up by the company in 2017. I do accept that the company found that there was no fault with its assets; however, there is no indication from the evidence that the customer was assisted further or advised regarding her complaint about the rodent presence. In this limited regard, I do find that the company failed to provide its services to the standard to be reasonably expected by the average person.
12. The company has produced evidence of its findings after investigation and there is no sign that there is any fault with their assets. The customer states that she is not claiming that here is a fault, but that the interceptor is absent and needs to be replaced. I take into account that if the lack of an interceptor was causing a sewerage or water problem, such as an ingress of rats, this in itself would be considered a fault. I am not persuaded, on the evidence, that there is any fault with the assets of the company. That is, I do not find, on the information presented to me, that the customer has shown the lack of an interceptor is that cause of a rodent infestation in her Property.
13. The customer claims in her correspondence with WATRS that the company has “breached various policies and legislation”. I have not been provided with any particular citations to support this allegation. In considering this point I am not aware of any legislation or guidance that would support the customer’s claim regarding the reinstallation of the interceptor. I do not address here the issues of data protection for reasons outlined in paragraph 1.
14. I take into account that the company completed a patch repair of an “abandoned lateral” in September 2018. The company states that this was done to *“prevent any possible access for*

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rodents via this route". I consider that this was a reasonable action taken by the company to cover all possibilities. I have no reason, on the evidence, to find that the company carried out this action as an alternative to reinstallation of an interceptor on the basis of cost.

15. The company has stated that it will not replace the interceptor due to the problems that such a device may cause to the system. The company has explained that interceptors tend to block easily and are not suited to modern day water systems due to this. The customer has stated that this is not as bad as the problem that she is experiencing with rodent infestation and that the real reason that the company will not replace the interceptor is cost related. There is no costing evidence submitted to support this assertion. I am inclined to accept the company's detailed explanation as to why the interceptor is not suitable equipment to be installed due to the potential future problems, previously experienced at that location, with blockages and foul flooding to properties. The customer has not challenged the company's explanation that the interceptor was removed due to blockages and foul flooding. I do not find that the company's position is unreasonable in this regard. I further note that, in any case, I have not found, on the evidence presented, that the interceptor's removal is the cause of the problem experienced by the customer.
16. I consider that the evidence does show that there was a visible rodent presence in 2017. I do not find that there is evidence to show that this means that the removal of the interceptor by the company was the reason for the presence of rodents. I have found that the company failed in a limited way in its service, in that it did not adequately follow up the findings in its April 2017 investigation, and that it stated later that there was "*no evidence of any rodents found*" in April 2017.
17. Remedy: The customer seeks:
18. A reimbursement of her expenses for private contractors. I do not make this direction as I have not found that the company was responsible for a rodent problem at the Property.
19. The interceptor to be replaced or for the company to change the sewers to supply one property. I do not make either of these directions. In paragraph 15 above I have explained that I accept the company's position regarding the advisability of replacing the interceptor. Regarding the alternative suggestion put forth, that the company provide a separate supply to the Property, I have read carefully the company's objections to this option, based on logistics and fairness, and

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I accept that it would not be reasonable to require the company to carry out such a request. Finally, as above, I have not found that the company is responsible for a rodent problem at the Property.

20. Elimination of risk to family's health. While it is entirely understandable that the customer should make such a request, this is not a direction that can be made in proceedings such as this. It would not be possible to bring closure to the proceedings by issuing such an ongoing direction and it would be impossible to monitor and enforce. I do not make this direction.
21. A direction for the company to educate the general public about what blocks sewers. As explained in correspondence with WATRS, this type of direction is outside the scope of the WATRS scheme as it would interfere with internal company policies. Therefore, I do not make this direction.
22. £618.45 in receipted costs and further unspecified amounts to ongoing and potential loss. Given that I have found that the company failed in its customer service in dealing with the investigation in April 2017, but I have not found that the company is responsible for a rodent infestation at the Property, I prefer to make an award for stress and inconvenience in one sum. In considering an adequate sum, I take into account that a payment of £75.00 was made in October 2018. I direct that the company pays £75.00 to the customer in compensation for the particular service failure I have identified in this case.

Outcome

The company needs to take the following further action:

Pay compensation of £75.00 to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 31st May 2019 to accept or reject this decision.

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- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

A handwritten signature in cursive script, reading "J J Higgins", written in black ink on a light green background.

J J Higgins Barrister, ACI Arb.

Adjudicator

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