

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1390

Date of Decision: 23 May 2019

Complaint

The customer's claim is the seepage/flooding he is experiencing at his property originates from the company's assets due to the presence of traces of chlorine within the water. The customer is seeking the company to accept liability for the water ingress at his property or provide written evidence the seepage does not originate from the company's assets and pay compensation for inconvenience/distress incurred.

Defence

The company submits it is unable to find any defects with its assets surrounding the customer's property and an independent laboratory reports shows the water ingress is unlikely to have originated from the company's assets due to its chemical composition. The company undertook extensive investigations which found the seepage the customer is experiencing is most likely groundwater due to the naturally high-water table at the customer's property. The company acknowledges there were various issues with the customer service throughout its dialogue with the customer. The company has offered to the customer as a gesture of goodwill £300.00 to cover these failings, which the customer has declined. Accordingly, no further sums are due in this regard. 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 investigating the source of the seepage/flooding the customer is experiencing. With regard to customer service, the evidence shows the company failed, when dealing with the customer's complaint, to provide customer services to the standard to be reasonably expected which led to inconvenience and distress. Therefore, I direct the company to pay £300.00 to the customer.

Outcome

The company shall pay £300.00 to the customer.

- The customer must reply by 21 June 2019 to accept or reject this decision.

This document is private and confidential. It must not be disclosed to any person or organisation not directly involved in the adjudication unless this is necessary in order to enforce the decision.

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Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The customer's claim is the seepage/flooding he is experiencing originates from the company's assets surrounding his property.
- Furthermore, once the issue had been raised with the company, he endured poor customer service through his dialogue with the company which led to inconvenience and distress.
- The customer is seeking for the company to accept liability for the water ingress at his property or provide written evidence the seepage does not originate from the company's assets and pay compensation for inconvenience/distress incurred throughout the investigation period.

The company's response is that:

- The source of seepage/flooding was fully investigated, and it is unable to find any defects with its assets surrounding the customer's property.
- The company has had an independent laboratory report commissioned which shows the water ingress is unlikely to have originated from the company's assets due to its chemical composition.
- The company undertook further investigations once it had ruled out its assets which found the seepage the customer is experiencing is most likely groundwater due to the naturally high-water table at the customer's property. Accordingly, the company denies any liability for the water ingress at the customer's property.
- The company acknowledges there were various issues with the customer service throughout its dialogue with the customer. The company offered to the customer as a gesture of goodwill £300.00 to cover these failings, which the customer has declined. Accordingly, no further sums are due in this regard.

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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 accept liability for the water ingress, or that it provides written evidence the seepage does not originate from the company's assets and whether compensation is due for inconvenience and distress. 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 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.
3. From the evidence put forward by the customer and the company, I understand on 16 November 2018 the customer contacted the company to express concern at flooding

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underneath the floor boards of his property. The customer arranged for the water to be pumped out of the property but explained to the company it came back leading him to believe there was a leak. Within the same call the customer confirmed he was experiencing no loss of water and stated there was no loss of pressure. The company attended the property on 20 November 2018 and checked for leaks on the customer's property and its neighbouring properties, the evidence shows no leaks were detected at this visit. Within the same visit the company's technician took a sample of water and completed an on-site test to check for chlorine levels in the water. The outcome of this test showed there were traces of chlorine. The customer was advised to contact RST Water, who provide waste and surface water drainage services, for the company to undertake an investigation with regard whether the seepage was foul water. RST Water attended the customers' property on 20 November 2018 and tested a sample of the water under the floorboards concluding the water source was not foul water and therefore the water must come from another source. Following RST Water's attendance, the company's specialist leakage team then attended on 21 November 2018 and extensively checked the surrounding areas for leaks, during this process the company placed Enigma Loggers across the network area to detect leaks. The evidence shows no leaks from the company's assets were detected during this period. Various further discussions took place between the company and the customer, resulting in further water samples being taken on 7 December 2018. As shown within the company's defence documents these samples were comprehensively analysed by an independent laboratory which showed that due to the chemical composition of the water it was unlikely to have originated from the company's assets. The findings of the report were reported back to the customer. On 3 January 2019 the company received a written complaint from the customer as he believed the water must have originated from the company's assets due to the presence of chlorine within the initial sample. Following this further complaint, between 25 and 30 January 2019 the company fitted new stop taps and a meter on the customer's and the surrounding properties. No leaks were discovered, however, during this period the company identified high levels of ground water within the stop valve chambers. As shown by the company defence the company undertook further investigations into the suspected high-water table and came to the conclusion the most likely culprit was groundwater from the naturally high-water table.

4. With regard to whether the company investigated the cause of the flooding of the customer's property fully, this was stated within the company's defence documents. It appears that investigations took place each time the customer reported an issue resulting with the company identifying that no leak existed on the company's assets, the water under the floorboards was not foul water and the most likely source of the flooding/seepage was groundwater. Whilst the

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company has not provided the actual report in evidence, it has provided the results data and on careful analysis of the sample data it is clear the sample taken from underneath the customer's floorboards differs considerably from the control sample taken from the company's assets. I note the various arguments put forward by the customer regarding the chlorine traces within the samples taken from under his floorboards. However, as stated within the company's reports the chloride results are considerably lower than would be normal in water from the company's assets and the presence of chloride does not automatically mean the water was mains water. As shown in the defence documents, chloride can be present in water from a variety of different sources. I am also of the view the Fluoride test results show a clear difference between the sample taken from the customer's property and that which would normally be from company's assets. The sample data has been provided to the customer and an explanation as to why it is not water from the company assets set out in the company's defence. In my view, on a balance of probabilities, it is unlikely the water under the floorboards is to have come from the company's assets. 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. In addition, the evidence indicates the most likely source of the flooding/seepage was groundwater. Accordingly, I find I am unable to uphold the customer's claim the company should accept liability for the water ingress or that it provides written evidence the seepage does not originate from the company's assets. Therefore, this aspect of the customer's claim is unable to succeed.

5. 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 his dialogue with the company. The company failed to provide the test results of the samples to the customer in a timely manner and in a format the customer could understand. I am satisfied the company accepts it provided poor service in this respect. I understand from the company's defence the customer was offered compensation £300.00 on 8 May 2019, which was declined. However, after careful review of all the correspondence provided in evidence, I am satisfied the company's offer of compensation of £300.00 is fair and reasonable in the circumstances to cover the complaint and any distress or inconvenience to the customer.
6. 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 within its assets within and surrounding the customer's property. With regard to customer service, the evidence shows the company failed, when dealing with the customer's

complaint, to provide customer services to the standard to be reasonably expected both of which led to additional inconvenience and distress. Therefore, I direct the company to pay £300.00 to the customer.

Outcome

The company needs to take the following further action:

The company shall pay £300.00 to the customer.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- The customer must reply by 21 June 2019 to accept or reject this decision.
- 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.



Mark Ledger FCI Arb
Adjudicator