

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1405

Date of Decision: 17 June 2019

Complaint

The customer's claim is the company is liable for the costs to prevent ingress and repair damage from a rodent infestation emanating from the company's sewer assets surrounding his property. The customer is seeking the company pay £139.50 for the costs and labour incurred installing a 'Ratwall' device, £50.00 for a damaged pan connector and £50.00 for inconvenience/distress incurred.

Defence

The company admits prior to March 2018 there were reported issues with rats. Investigations at the time found the rodent issues emanated from a private lateral drain, not the company assets or recent replacement work by the company in the surrounding sewer network. Furthermore, there were no defects found with the company assets that could lead to an escape or infestation of rodents and the company baited its assets as required. Therefore, the company cannot be held responsible for the customer's costs. However, as a gesture of goodwill the company has offered to refund the costs of the 'Ratwall' device, but not the customer's labour costs or the damaged pan connector. The company states there were no failings with regard to customer service as the company has provided a good level of service throughout its dialogue with the customer. The company has not made any further offers of settlement.

Findings

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 the costs for preventing rodent ingress and repair damage. Furthermore, I am satisfied there have been no failings with regard to customer service as the company has provided a good level of service throughout its dialogue with the customer.

Outcome

The company needs to take no further action.

- The customer must reply by 15 July 2019 to accept or reject this decision.

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ADJUDICATOR'S DECISION

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Date of Decision: 17 June 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- The company is liable for the costs incurred by the customer in March 2018 to prevent ingress and repair damage from a rodent infestation within the company's sewer 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 pay compensation of £239.50; which comprises of £109.50 for the cost of the 'Ratwall' device, £50.00 for pan connector cost, £30.00 for his labour to install the 'Ratwall' device and £50.00 for the inconvenience and distress incurred.

The company's response is that:

- It admits prior to March 2018 there were reported issues with rats within the company's sewer assets surrounding the customer's property.
- However, investigations at the time found the rat issues emanated from a private lateral drain, not the company assets or recent replacement work by the company in the surrounding sewer network.
- Furthermore, there were no defects found with the company assets that could lead to an escape or infestation of rodents and the company baited its assets as required.
- Therefore, the company cannot be held responsible for the customer's costs.
- As a gesture of goodwill, the company has offered to refund the costs of the 'Ratwall' device, but not the customer's labour costs or the damaged pan connector.
- Furthermore, the company asserts it has provided a good level of service at all times throughout its dialogue with the customer. Therefore, the company submits it is not liable for any further damages in this respect.

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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 customer is entitled to costs incurred to prevent ingress and repair damage from a rodent infestation. 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.
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 the company was contacted in January 2018 by a third party who resided on the same road as customer and advised it of issues with rats in the sewer. The company states the rat issue was thought at that time to be due to recent sewer replacement work. However, after investigation it was found the recent work would not have caused the rat issue. The same third party contacted the company in March 2018 again advising of issues with rats in the sewer. The evidence shows investigations found there was an issue with a private lateral drain at the property that was not a

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company asset. At this time rat baiting was being carried out on behalf of company by [] District Council. When the Council ceased the baiting, which the company states it was not aware of, it made arrangements for baiting to be carried out by another contractor, which commenced in May 2018. I understand from the company's defence and customer's comments it made a payment to the third party in respect of rat baiting costs incurred in March 2018.

4. In November 2018, the customer contacted the company looking to re-claim costs he had incurred and the expense of replacing damaged items at his property. The evidence shows that initially his claim was refused; however, in April 2019 after the involvement of CCWater the company agreed as a gesture of goodwill to reimburse the customer the costs he had incurred in purchasing the 'Ratwall' device. However, it was unable to agree to reimburse costs relating to damage at his property and suggested he should contact his household insurance company about these. The customer was unhappy with this outcome and commenced the WATRS adjudication process on 16 April 2019.

5. With regard to whether the customer is entitled to the costs incurred to prevent ingress and repair damage from a rodent infestation. As sewers are a likely source of infestation, the company is required to bait its sewers either directly or via a third party, in this case [] District Council and then a private contractor once the council had ceased baiting. However, it is not responsible for ensuring areas are kept rodent free even in its assets, only that its assets have no defects that could lead to an escape of rodents. As stated within the CCWater's correspondence documents, under the Prevention of Damage by Pests Act 1949 the local authority is responsible for keeping their districts free from infestation. The evidence shows the most likely cause of the rat infestation in and before March 2018 was from a private lateral sewer, not the company's assets, and the company baited its sewers as required before, during and after this period. Furthermore, there is no evidence to suggest there were any defects with the company assets that could lead to an escape of rodents. I note the company's agreement as a gesture of goodwill to pay for the costs of the 'Ratwall' device, but not the customer's labour costs or the damaged pan connector. In my view, I am satisfied this is reasonable considering the circumstances and the fact the rodent infestation source was not the company assets. Whilst I appreciate the customer's position, it is of no fault of the company that rodent damage was caused to the customer's property as it did investigate the rodent infestation 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 rodent infestation and reimbursing the costs incurred by the customer. Accordingly, the customer's claim fails in this respect.

6. The company has certain obligations in respect of its customer services. From the evidence provided, I am satisfied that by the end of the company's dialogue with the customer, the company had adequately explained the reasons behind why the rodent damage was no fault of the company. This is evidenced by the emails provided in the company defence documents.
7. 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 the costs for preventing rodent ingress and damage. Furthermore, I am satisfied there have been no failings with regard to customer service as the company has provided a good level of service throughout its dialogue with the customer. 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 15 July 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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