

WATRS

Water Redress Scheme

ADJUDICATOR'S DECISION SUMMARY

Adjudication Reference: WAT/ /1408

Date of Decision: 7 June 2019

Complaint

The customer's claim is that the grounds of her property have been regularly flooded by the company's sewer assets. The customer is seeking the company to either replace or divert its sewage assets within and surrounding her property.

Defence

The company submits that it intends to replace the sewer in the future, however, before any works can commence the company needs to come in agreement with the Local Authority, []Highways and the Environment Agency and until it does so, it is not in a position to confirm an outcome nor expected timescales. Furthermore, to replace or divert the sewer, it would cost a significant amount of planning, resources and money and it would need the involvement of the Local Authority, [] Highways and the Environment Agency. The sewer has been placed on an increased planned maintenance programme for cleaning and the replacement sewer works has also been placed on the company's risk register. 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 replacement or diversion of its sewage assets that has caused external sewer flooding to the customer's property. Furthermore, I am satisfied there have been no failings with regard to customer service, which the customer has not already been adequately compensated for.

Outcome

The company needs to take no further action.

- The customer must reply by 5 July 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.

www.WATRS.org | info@watrs.org

ADJUDICATOR'S DECISION

Adjudication Reference: WAT/ /1408

Date of Decision: 7 June 2019

Party Details

Customer: []

Company: []

Case Outline

The customer's complaint is that:

- For the last twelve years she has been regularly flooded by the company's sewer assets within the grounds of her property which the company has refused to replace or divert.
- Furthermore, this external sewer flooding represents a danger of pollution to the nearby River [] .
- The customer is seeking for the company to either replace or divert its sewage assets within and surrounding her property.

The company's response is that:

- The defect with the sewer passing through the customer's property is a minor issue and does not affect the normal operation of the sewer, therefore the sewer remains fully operational. The sewer has now been placed on a planned maintenance programme for cleaning to prevent further flooding and also the works for the replacement of the sewer have been placed on the company's risk register.
- As stated the company intends to replace the sewer in the future, however, due to the significant amount of resources and money involved before any works can commence the company needs to come in agreement with both the Local Authority and the Environment Agency and until it does so, it is not in a position to confirm an outcome nor expected timescales.
- The company has provided a goodwill payment of £525.00 to the customer, which is equivalent to seven Customer Guarantee Scheme payments, one for each of the incidents of sewer flooding that it has logged on its database.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

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.

www.WATRS.org | info@watrs.org

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 replace or divert its assets within the boundary of 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.
3. From the evidence put forward by the customer and the company, I understand on 10 January 2019 the customer contacted the company regarding sewer flooding she had experienced over the last twelve years since moving into the property and requested an update on what works would be done to remedy this issue. The evidence shows that since January 2012 the customer experienced various external floods from a sewer passing through her property over the River []. On 22 January 2019, the company responded to the customer stating that, currently, there were no planned works but they would investigate further. The company attended the customer's property on the same day and established a cast iron section of the sewer had dropped before it met the bridge over the River []. After reporting this information to the customer on 28 January

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.

www.WATRS.org | info@watrs.org

2019 the company reattended on 4 February 2019 and discovered that a minor defect called a Belly was present within the cast iron sewer section which crossed the River []. The evidence shows this defect was initially found within a survey in 2016 and that the company instigated a planned maintenance scheme for the sewer at that time. On 8 March 2019, this information was passed back to the customer and the customer was informed the sewer was on a planned maintenance scheme which should prevent further flooding. The customer stated she was unhappy with the planned maintenance scheme and wanted the sewer replaced before any further flooding occurred. On 18 February 2019, the company contacted the customer and stated that it would monitor the sewer and carry out work when required but for now the sewer will be put on the risk register and increased planned maintenance scheme. The customer was unhappy with this outcome and on 7 March contacted CCWater to escalated matters. Between 7 March 2019 and 23 April 2019 various correspondence took place between all the parties resulting in the company providing a goodwill payment of £525.00 to the customer for failings in customer service, the sewer replacement works being placed on the risk register and the company advising it was awaiting for quotes from its contractors for it to be able to consider the costs, contact the various authorities and agencies required and request the appropriate funding.

4. With regard to whether the sewer should be replaced or diverted, as stated within the company's defence documents, in order to replace the sewer, it would require careful planning due to the complex engineering. The company states it will need to follow strict instructions and approval from the Environment Agency and the Local Authority. I am satisfied the evidence shows the River [] is a controlled watercourse meaning the design, the method and the scope of any works, including the environmental impact, must be considered by company and I am mindful this is a potentially a lengthy process. The company states that temporary supports such as full scaffolding being erected over the river and temporary over pumping would be needed to manage the flows and prevent pollution from occurring. In addition to this, the company states the bridge abutment on the eastern bank of the River [] is now touching the sewer and there is cracking to the brickwork on the bridge parapet, both of which would need to corrected by [] Highways before any planned works can take place. Whilst I appreciate the customer's position, in my view, I am satisfied the company 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 replacing or diverting the sewer. Accordingly, until the company has completed its planning and been given the required approval to commence the replacement works, it need not replace or divert its assets within the customer's property.

5. With regard to whether the company investigated the cause of the flooding of the customer's property fully. The evidence shows that external flooding was first reported by the customer in January 2012 and the company quickly attended the property and cleared the blockage. External flooding occurred within the grounds of the customer's property multiple times from January 2012 to December 2018 and on each occasion the company investigated the flooding and cleared any blockages. The customer states that she received a notice from the company that the sewer would be repaired or replaced in August 2016. It was at this time that the sewer was cleaned and the defect within the sewer crossing the River [] was initially found. I am satisfied that the notice the customer has provided in evidence refers to the cleaning of the sewer rather than its actual replacement. Following this cleaning, the company placed the sewer on its the planned maintenance scheme to ensure it was cleaned regularly to prevent further flooding. The company states the defect found is a minor issue and does not affect the normal operation of the sewer, therefore the sewer remained fully operational. After the customer's contact in January 2019 the cleaning schedule has been increased to every three months and the required works for the sewer replacement added to the risk register. Whilst I appreciate the customer's position and it is unfortunate the defect was not detected and the sewer works placed on the risk register earlier, however, the company 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 of the source of the flooding at the customer's property.
6. I note the customer's comments regarding the external sewer flooding representing a danger of pollution to the nearby River []. Within her response to the company's defence she states due to the location of the sewer pipe and manholes the fault has caused effluent to flow directly into the River [] on several occasions. The company has made no comment on this aspect of the customer's claim except to say the River [] is a controlled watercourse meaning the design, the method and the scope of any works, including the environmental impact, must be considered by company. As this aspect of the claim is out of scope, I am unable to determine whether or not the company failed to provide its services to the standard to be reasonably expected.
7. 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. The company states that no payments were due under its Customer Guarantee Scheme, as customers have to request the payment within three months of the incident occurring, which in this instance the customer did not do. However, this information was not communicated to the

customer at the time of the flooding, prior to the customer's contact in January 2019 and the company accepts it provided poor service in this respect. I understand from the company's defence this issue was resolved within the correspondence with the Consumer Council for Water and the customer was compensated with a goodwill payment of £525.00, which is equivalent to seven Customer Guarantee Scheme payments, one for each of the incidents of sewer flooding that it has logged on its database. I am therefore satisfied there have been no failings with regard to customer service, which the customer has not been already adequately compensation for.

8. 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 replace or divert its assets within the customer's property. With regard to customer service, I find no additional failings for which the customer has not been already adequately compensated 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 5 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**