



Public Document Pack

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Committee Manager Carley Lavender (Extn 37547)

25 November 2022

HOUSING AND WELLBEING COMMITTEE

A meeting of the Housing and Wellbeing Committee will be held in the **Council Chamber at the Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF** on **Tuesday 6 December 2022 at 6.00 pm** and you are requested to attend.

Members: Councillors Pendleton (Chair), Mrs Cooper (Vice-Chair), Daniells, Mrs English, Gregory, Haywood, Hughes, Madeley, Needs, Thurston and Yeates

PLEASE NOTE: Where public meetings are being held at the Arun Civic Centre, to best manage safe space available, members of the public are encouraged to watch the meeting online via the Council's [Committee pages](#).

1. Where a member of the public wishes to attend the meeting or has registered a request to take part in Public Question Time, they will be invited to submit the question in advance of the meeting to be read out by an Officer, but of course can attend the meeting in person.
2. We request members of the public do not attend any face-to-face meeting if they have Covid-19 symptoms.

Any members of the public wishing to address the Committee meeting during Public Question Time, will need to email Committees@arun.gov.uk by **5.15 pm on Monday, 28 November 2022** in line with current Committee Meeting Procedure Rules.

AGENDA

1. **APOLOGIES**

2. **DECLARATIONS OF INTEREST**

Members and Officers are invited to make any declaration of pecuniary, personal and/or prejudicial interests that they may have in relation to items on this agenda, and are reminded that they should re-declare their interest before consideration of the items or as soon as the interest becomes apparent.

Members and Officers should make their declaration by stating:

- a) the item they have the interest in
- b) whether it is a pecuniary/personal interest and/or prejudicial interest
- c) the nature of the interest

3. **MINUTES**

(Pages 1 - 18)

The Committee will be asked to approve as a correct record the minutes of the Housing & Wellbeing Committee held on 6 October 2022 and the Extraordinary Housing and Wellbeing Committee held on 3 November 2022.

4. **ITEMS NOT ON THE AGENDA THAT THE CHAIRMAN OF THE MEETING IS OF THE OPINION SHOULD BE CONSIDERED AS A MATTER OF URGENCY BY REASON OF SPECIAL CIRCUMSTANCES**

5. **PUBLIC QUESTION TIME**

To receive questions from the public (for a period of up to 15 minutes).

6. **VAAC PRESENTATION**

(Pages 19 - 44)

A periodic report is provided by Voluntary Action Arun and Chichester (VAAC) on its activities and to provide information on the status of the voluntary and community sector.

7. **HOUSING OMBUDSMAN COMPLAINT DETERMINATIONS**

(Pages 45 - 118)

This report presents members with an overview of the complaints determined by the Housing Ombudsman for the period 2021 to 2022 the report also identifies areas for improvements in complaint handling and service areas. including the improvements, we have made as a result of these determinations.

8. HRA BUSINESS PLAN UPDATE (Pages 119 - 124)

The report analyses the key issues that have led to the anticipated overspend and the resulting depletion of the Housing Revenue Account (HRA) balance by 31 March 2023 unless the recommended action is taken.

The report requests that the Committee recommends a revised budget for eventual approval by Full Council.

9. QUARTER 2 KEY PERFORMANCE INDICATORS REPORT (Pages 125 - 130)

This report sets out the performance of the Key Performance indicators at Quarter 2 for the period 1 April 2022 to 30 September 2022.

OUTSIDE BODIES - FEEDBACK FROM MEETINGS

10. WORK PROGRAMME 2022/23 (Pages 131 - 134)

The Committee are required to note the work programme for the remaining municipal year.

11. EXEMPT INFORMATION

The Committee is asked to consider passing the following resolution: -

That under Section 100a (4) of the Local Government Act 1972, the public and accredited representatives of newspapers be excluded from the meeting for the following item of business on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Act by virtue of the paragraph specified against the item.

12. LEISURE REPORT (Pages 135 - 144)

To summarise the urgent financial pressure impacting on the Council's leisure operating contract and mitigations to ensure the continuance of services to the public.

13. COUNCIL TAX WRITE OFFS

(Pages 145 -
150)

This report seeks Members' approval to write off outstanding council tax charges where the total debt is over £5,000 and requires committee authorisation.

14. INSOLVENCY COUNCIL TAX WRITE OFFS

(Pages 151 -
156)

This report seeks Members' approval to write off outstanding council tax charges which are subject to insolvency action and the total debt is over £5,000 and requires committee authorisation.

15. HOUSING BENEFIT OVER PAYMENTS

(Pages 157 -
170)

This report seeks Members' approval to write off outstanding council tax Housing Benefit Overpayments where the total debt is over £5,000 and requires committee authorisation.

Note: **If Members have any detailed questions, they are reminded that they need to inform the Chair and relevant Director in advance of the meeting.**

Note: Filming, Photography and Recording at Council Meetings – The District Council supports the principles of openness and transparency in its decision making and permits filming, recording and the taking of photographs at its meetings that are open to the public. This meeting may therefore be recorded, filmed or broadcast by video or audio, by third parties. Arrangements for these activities should operate in accordance with guidelines agreed by the Council and as available via the following link - [PART 8 - CP - Section 5 Filming Photographic Protocol](#)

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Subject to approval at the next Housing and Wellbeing Committee meeting

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HOUSING AND WELLBEING COMMITTEE

6 October 2022 at 6.00 pm

Present: Councillors Pendleton (Chair), Mrs Cooper (Vice-Chair), Daniells, J. English, Gregory, Hughes, Madeley, Thurston, Yeates and Lury (Substitute for Needs)

Councillor Gunner was also in attendance for all or part of the meeting.

334. APOLOGIES

Apologies for absence had been received from Councillors Haywood and Needs.

335. DECLARATIONS OF INTEREST

There were no Declarations of Interest made.

336. MINUTES

The minutes of the Special Housing and Wellbeing Committee meeting held on 12 September 2022, were approved by the Committee. These would be signed at the end of the meeting.

337. ITEMS NOT ON THE AGENDA THAT THE CHAIRMAN OF THE MEETING IS OF THE OPINION SHOULD BE CONSIDERED AS A MATTER OF URGENCY BY REASON OF SPECIAL CIRCUMSTANCES

The Chair confirmed that there were no urgent matters for this meeting.

338. PUBLIC QUESTION TIME

The Chair confirmed that no questions had been submitted for this meeting.

339. COMMUNITY TRANSPORT PLAN

Upon the invitation of the Chair, the Group Head of Community Wellbeing introduced Matt Roberts, Chief Executive Officer of Community Transport Sussex and the Development Coordinator Jacqui Cooke. He then introduced his report and explained that Community Transport Sussex was an infrastructure support organisation and also an operator of Community Transport. Historically Arun had supported two community transport organisations, Sammy Community Transport and Arun

Coordinated Community Transport. Following the merger and subsequent failure of the merged organisation, Arun Community Transport had emerged to fill the void and was steadily building its customer base, supported by a grant from Arun. There were also several smaller transport organisations across the District. Arun District Council had not historically had an overall strategy for community transport and Community Transport Sussex had been asked to draft a plan.

The Development Coordinator for Community Transport Sussex then provided a short presentation on a proposed Community Transport Plan for Arun. She explained how important Community Transport was, particularly for the more vulnerable residents, and that it provided a solution for those that struggle to use mainstream transport to get out and about. They helped people to access services, attend appointments and help them to keep socially connected and independent. Arun's Community Transport Plan had been developed to create an integrated and effective community transport provision across Arun. She drew Members' attention to section four of the plan which outlined the number of transport providers across the District. There was a really good range of providers in Arun, and it was important that each of those were supported in order to help them deliver the best possible service to vulnerable residents. Community Transport Sussex provided a key role as an infrastructure support provider. Once the Plan had been considered and hopefully approved by Committee, the next step would be to develop an Action Plan that would be brought back to the Committee in the new year. She also praised Arun for developing a Community Transport Plan, as no other district or borough in Sussex had so far done this.

The Chair thanked the representatives from Community Transport Sussex for their presentation and asked for a further explanation around the funding. The Group Head of Community Wellbeing explained that the intention was to provide a grant of £7500 to Community Transport Sussex to carry out all the infrastructure work. There would also continue to be a small grant given to Arun Community Transport. The Chief Executive Officer of Community Transport Sussex explained that the passengers paid a small fare to travel, which was roughly a third of a taxi fare. The fee paid by the passenger did not cover the cost to provide the transport. Community Transport Sussex received some funding from West Sussex County Council (WSCC), which helped to fund their development team. The funding from Arun District Council would enable Community Transport Sussex to provide more transport themselves, and also to work with local groups to gather data to provide evidence of services required.

Members then took part in a question-and-answer session and the following points were made:

- Members thanked Community Transport Sussex for the presentation, and there was support for the project.
- Would data be provided on the number of people in the various need groups being helped under the Plan? The Chief Executive Officer of Community Transport Sussex confirmed that data for this could be provided.
- It was asked whether passengers had to be referred to use the service, or whether they could access these themselves. The Chief Executive Officer

of Community Transport Sussex explained that residents could become a member themselves, the requirement being a difficulty in accessing public transport, which could be due to mobility needs or due to the remote location which they may live.

- Could care homes use the service? The Chief Executive Officer of Community Transport Sussex explained individuals living in Care Homes could book the services, or care homes could become group members. They also worked with a number of care homes to provide excursions.
- Did they operate on Sundays? The Chief Executive Officer of Community Transport Sussex explained they did not routinely operate on Sundays, however if requests for group outings were made in advance, they would try to provide a service for this. They were working with the NHS to ensure services could be provided when weekend clinics were being run.
- The Thakeham case study was highlighted, and it was hoped that a similar trial could be run in Arun.

The recommendations were Proposed by Councillor Cooper and Seconded by Councillor Thurston.

The Committee

RESOLVED that

- 1) the Community Transport Plan for Arun be approved.
- 2) an increase to the budget for Community Transport from £6,930 to £11,500 to support an improvement in Community Transport across Arun District be approved.

340. AGE UK ACTIVITIES FOR OLDER PEOPLE IN ARUN

Upon the invitation of the Chair, the Group Head of Community Wellbeing presented the report to the Committee. He explained that last year funding had been agreed to support the ongoing work of Age UK West Sussex, Brighton & Hove in the Arun area. Members had requested an in-year update on the use of the grant and to consider funding in subsequent years. The report from Age UK was on page 39 of the agenda. He highlighted that the funding had been used to supplement activities in the District and support the salaries of a development manager and a locality co-ordinator. Age UK had also mapped activities across the District and sought potential new areas to develop services. He then introduced Jo Clarke, Director of Partnerships and Localities at Age UK, Brighton and Hove who was in attendance to answer questions from Members.

Members thanked Age UK for their work.

The recommendation was Proposed by Councillor Cooper and Seconded by Councillor Thurston.

The Committee

RESOLVED

That they continue to grant fund Age UK West Sussex Brighton & Hove £50,000 from existing budgets in 2023/24 to support activities for older people in the Arun district.

341. COMMUNITY ENGAGEMENT PROJECT UPDATE

Upon the invitation of the Chair, the Communities & Wellbeing Manager presented the report to the Committee. She explained that the Arun Community Engagement Project recognised the need to work with and alongside communities in the heart of their neighbourhoods to tackle health inequalities. The project had focussed activity in two areas of greatest health needs using repurposed existing Council buildings, Bersted Green Hub in Bognor Regis and Chilgrove House Littlehampton. The report set out the progress to date, including rejuvenating the spaces, community launch events in April and ongoing development. Fundamentally the project was about partnership with the local community and a wide range of agencies, working together to improve the health and wellbeing of residents who lived in Bersted and Wick. She drew Members' attention to the case studies in Appendix A.

Members (and a non-Committee Member given permission to speak) then took part in a question and answer session as summarised below:

- The team were congratulated on the work they had done at Bersted Hub, and it was felt the transformation had been incredible.
- The case studies were very moving, and it was great for the Committee to see what a difference the project was making.
- It was asked when there would be an action plan showing targets, which was felt to be important particularly for obtaining funding going forwards. The Communities & Wellbeing Manager confirmed that a qualitative and quantitative action plan was currently in development. This would also include retrospective measurements.

The recommendation was Proposed by Councillor Cooper and Seconded by Councillor Gregory.

The Committee

RESOLVED

That the approach and aims of the Arun Community Engagement Project as stated in paragraph 4.2 of the report be endorsed.

342. SAFER ARUN PARTNERSHIP UPDATE

Upon the invitation of the Chair the Communities & Wellbeing Manager presented the report to the Committee. She explained that this was a standing item on the agenda which enabled the Council to fulfil the statutory function of scrutinising the performance of the Safer Arun Partnership (SAP). The report set out the progress of the SAP to date, including progress against the current Partnership Plan, as outlined in Appendix A; actions progressed since the last Committee report in June; the results of the Partnership's Community Safety Residents Survey, in Appendix B; and how the Partnership would review and refresh its priorities and plan for the next 12-18 months. Members were reminded that when undertaking scrutiny of the Safer Arun Partnership, the Committee had authority to make its own recommendations back to the partnership in relation to any performance and reporting elements it deemed appropriate.

Members (and a non-Committee Member given permission to speak) then took part in a question and answer session as summarised below:

- It was noted that there had been 437 responses and it was asked how many people had been asked to participate. The Communities & Wellbeing Manager explained it had been open to all residents of Arun and was well promoted. Members felt this was a good number of responses.
- It was suggested there could be a link between those that had been a victim of crime, and those that had heard of the SAP, and felt that more should be done to raise awareness of the SAP
- It was noted that the public had picked up on anti-social driving as being an issue.
- Could geographic areas be identified? The Communities & Wellbeing Manager confirmed this data had been gathered and could be broken down further for Members. This would be circulated to Members outside of the meeting.
- Would the survey be repeated, so that Members could see if achievements were being made? The Communities & Wellbeing Manager explained there was a requirement to complete the survey annually. More targeted surveys were also being considered.
- It was felt positive that attention was being focussed on youth outreach work (shown on Page 70), however it was asked why there was no mention of county lines – the distribution of drugs. The Communities & Wellbeing Manager explained that the plan was to make this much clearer going forward, and she hoped the partners would agree this should have a

much clearer focus. As part of the partnership plan, Arun wanted to reduce drug-related harm, working in partnership with Sussex Police to achieve this. A written update had been requested from Sussex Police

- Some of the information was worrying, including that the Council's Anti-Social Behaviour Team had specific targets to meet, but there did not appear to be similar targets for Sussex Police; the perception of crime was substantially higher than those experiencing it; residents of Bognor were three times more likely to experience crime than those living in Burgess Hill; it was felt some partners could be doing more to achieve better outcomes. The Chair explained that it was normal for the perception of crime to be greater than the reality.
- Sussex Police currently had a campaign to try and reassure residents and ensure they felt they were being heard.
- There would be a SAP workshop on Monday 10 October 2022.
- It was suggested that in the future the question of how well the resident was able to communicate with the Police and how easy this was, be added to the survey.

The Communities & Wellbeing Manager would feed in concerns and issues raised by the Committee to the SAP for them to consider.

The Committee noted the update received.

343. BUDGET PROCESS REPORT 2023/24

Upon the invitation of the Chair the Group Accountant presented the report to the Committee. The report provided a summary of the budget process for 2023/24. He drew Members' attention to the flowchart in Appendix A which highlighted the key dates and timeline for the process. It was the same process as last year.

There were no questions from Members regarding the budget process.

The Committee noted the Budget Process Report 2023/24.

344. KEY PERFORMANCE INDICATORS 2022-2025 - QUARTER 1 PERFORMANCE REPORT

Upon the invitation of the Chair the Director of Environment and Communities presented the report to the Committee. This report set out the performance of the Key Performance indicators (KPIs) at Quarter 1 for the period 1 April 2022 to 30 June 2022. The KPIs were set out in a table on Page 99.

Members then took part in a question and answer session as summarised below:

- CP11 (number of visits to Council leisure centres) and CP15 (time taken to process housing/council tax benefits) – it was good to note these were fully achieving.
- CP16 – these were very poor turnaround times. What were the numbers of properties currently void and the numbers of households currently living in temporary accommodation? The Interim Head of Housing explained that the number of voids fluctuated, however this number had recently been around 35. Those living in temporary accommodation had recently increased and was around 100.
- CP17 (homeless cases successfully resolved) – although not fully achieving the targets, but within the 15% range, it was noted that new strategies and approaches should assist this. Would there be sufficient money to support this after 3 years? The Interim Head of Housing explained that previously funding had been for 1 year, so the 3 year funding gave more predictability than in previous periods.
- CP21 (percentage of non-emergency repairs completed within 20 working days) – This was just 24%, what was the reason for this? The Interim Head of Housing explained that this was a result of efforts to reduce a backlog of overdue cases, which was now reducing. This had meant a large proportion of recently completed repair cases had gone out of time.
- CP19 (number of Housing Register applications activated ‘live’ within 15 working days) – as no information could be provided, could customer satisfaction be put in its place. The Interim Head of Housing explained that this information could soon be provided when new systems were put in place in early next year. Officers would be open to the possibility of reviewing KPIs to ensure they were aligned with Housing Strategy objectives, Transformation Plan objectives and regulatory requirements.

The Committee noted the Quarter 1 performance report.

345. RESIDENT ENGAGEMENT STRATEGY

Upon the invitation of the Chair the Resident Engagement Officer presented the report to the Committee. She explained that the report sought approval for the 4 year Resident Engagement Strategy. The strategy had been developed in response to changes in the Social Housing White Paper. It set out 5 key aims to ensure any current and future regulatory requirements were met. It also ensured residents had every opportunity to engage in ways that suited them.

Members then took part in a question and answer session as summarised below:

- The strategy was praised and was felt to be very informative.
- The Budget Growth request had been made to appoint another member of staff and to meet Government legislation. Clarification was sought around the funding for this. The Interim Head of Housing explained there was a growth bid for the additional money, which was being looked at as part of the overall Housing Revenue Account budget setting.
- There was concern that some telephone numbers may not be correct on the Arun website, making it difficult for residents to get hold of the right Officers. The Resident Engagement Officer agreed to carry out an exercise to ensure these numbers were correct.
- Clarification was requested around the charges for joining TPAS, which was provided by the Resident Engagement Officer.

The recommendations were Proposed by Councillor Cooper and Seconded by Councillor Gregory.

The Committee

RESOLVED that

- 1) the Resident Engagement Strategy be approved.
- 2) authority be delegated to the Head of Housing to make minor changes to the strategy and any amendments necessary to reflect legislative and regulatory changes.
- 3) the submission of budget growth bids of £47,557 revenue costs and £50,000 capital costs for the Council's 2023/24 budget preparation exercise, be approved.

346. HOMELESSNESS STRATEGY

Upon the invitation of the Chair, the Interim Head of Housing presented the report to the Committee. He explained the current Homelessness Strategy expired in 2021. All Local Authorities were legally required to have an up-to-date Homelessness Strategy in place and to ensure compliance with the Homelessness Act 2002 (as amended). This report sought agreement to extend the current strategy until the new Homelessness & Rough Sleeping Strategy 2023 - 2028 was adopted.

Members (and a non-Committee Member given permission to speak) then took part in a question and answer session as summarised below:

- It was noted that as the existing Strategy had expired, the Council were currently not complying with its statutory duties, and it was asked how this had happened. The Interim Head of Housing was unsure why there had

no trigger for this to be reviewed, however this situation was not unique to Arun, other local authorities were in the same situation.

- It was felt robust triggers were required to ensure policies and strategies were reviewed at the correct times. The Interim Head of Housing confirmed that this would be embedded in the documents in future to ensure this did not happen again.
- It was suggested the policies and strategies could be put on the Work Programme for review, to ensure Committee took responsibility for these. The Director of Environment and Communities felt this was better managed within the departments as would be a huge list.
- It was asked whether there was likely to be an increase in homelessness over the next year. The Interim Head of Housing explained this was a likely scenario and they were preparing for the possibility.

The recommendation was Proposed by Councillor Thurston and Seconded by Councillor Gregory.

The Committee

RESOLVED

That approval be given for the extension of our current Housing and Homelessness Strategy 2019-2021 until the new Homelessness and Rough Sleeping Strategy has been adopted in 2023.

347. HOMELESSNESS GRANT FUNDING

Upon the invitation of the Chair, the Interim Head of Housing presented the report to the Committee. It detailed the expenditure in relation to Government grants, and funding received in respect of tackling and preventing homelessness and rough sleeping, and to mitigate the impact of COVID-19 on those who were homeless or at risk of homelessness.

Members then took part in a question and answer session as summarised below:

- It was asked whether it was likely Government funding would continue after 3 years or not. The Interim Head of Housing explained that there had recently been an emphasis on trying to build schemes to provide accommodation and there may be no further funding after 3 years.
- It was asked what would happen to the money from the underspend of the Covid-19 fund. The Interim Head of Housing explained the fund was limited to dealing with Covid-19 issues, so they needed to wait for Government guidance.

The recommendation was Proposed by Councillor Gregory and Seconded by Councillor Lury.

The Committee

RESOLVED

That the grant related expenditure in respect of homelessness, the prevention of homelessness, rough sleeping and mitigating the impact of COVID-19, be noted and approved.

348. FIRE SAFETY POLICY

Upon the invitation of the Chair, the Compliance Manager presented the report to the Committee. He explained there had been a change in legislation which came into effect in April, the underlying purpose of which was to ensure all social landlords understand their block buildings and the fire safety measures they must take regarding this. He explained a new Fire Safety Policy was required as a result of this. He reassured Members their processes had been amended and new legislation had been followed correctly. They had also been liaising with the Fire Service and had support from an external company, who were experts in health and safety compliance to social housing providers.

Members (and a non-Committee Member given permission to speak) then took part in a question and answer session as summarised below:

- It was asked whether f) on 4.3, Page 163 should be incorporated into e). It was confirmed this was the case.
- Page 175, under Statement of Intent, explains there would be a requirement for communication with residents. It was asked whether this could be weaved into the Residents Communication Strategy. The Interim Head of Housing explained the Resident Engagement Officer would be involved with this work. The Compliance Manager explained that individual requirements of each resident would need to be looked at.
- Would any of the existing contracts need amending? The Compliance Manager explained the Fire Risk Assessment contract would be affected. There would be no cost implication for this. Most changes required were already covered by current contractors. Although most of the changes were quite small, the collective effect of those could be quite large.
- Following individual assessments of residents, could it be decided that some blocks were not suitable homes for some of the residents currently living there? The Compliance Manager confirmed that this was a possibility, however it depended on the wish of the residents.

It was then asked whether the Officer recommendation was correct, as it was unclear whether Committee were being asked to adopt the new strategy or not.

Following a discussion, Officers confirmed that they wanted Committee to adopt the new Strategy, and the wording should be amended.

Councillor Pendleton then Proposed an amendment to the recommendation which was as follows:

- 1) the Housing and Wellbeing Committee adopt the new Fire Safety Policy as attached to the report
- 2) authority be delegated to the Head of Housing to make minor changes to the strategy and any amendments necessary to reflect legislative and regulatory changes.

This amendment was Seconded by Councillor Cooper and following a vote, the amendment was confirmed as CARRIED.

The substantive recommendation was Proposed by Councillor Cooper and Seconded by Councillor Gregory.

The Committee

RESOLVED that

- 1) the new Fire Safety Policy, as attached to the report, be adopted
- 2) authority be delegated to the Head of Housing to make minor changes to the strategy and any amendments necessary to reflect legislative and regulatory changes.

349. OUTSIDE BODIES - FEEDBACK FROM MEETINGS

Councillor Cooper presented an update to the Committee on the Arun Local Community Network. A copy of her report would be uploaded to the website.

Councillor Pendleton would provide written update reports regarding the West Sussex County Council Health and Social Care Committee and the Police and Crime Panel, both of which would be uploaded to the website.

Councillor Pendleton also updated the Committee that she had recently visited both the Sussex Police Call Centre and the Sussex Police Firearms Training College.

350. WORK PROGRAMME 2022/23

The Chair updated the Committee that Council Officers had been working closely with the local voluntary and community sector partners to scope and assess the risk and impact of cost of living pressures in the local communities. This had been under the umbrella of the Arun Local Community Network. The outcome of this partnership work,

Housing and Wellbeing Committee - 6.10.22

potential and current responses would be brought to this Committee on 6 December 2022. Pivotal to taking this work forward would be appointing a Cost of Living Co-ordinator who would lead on developing and implementing the Council's organisational response and integrating this with local voluntary and community sector responses. A clear response was vital, and if need be, there would be a Special Meeting for this due to the urgency.

It was asked whether there could be a regular update provided regarding the Wave Leisure Centre, which currently had a problem. The Director of Environment and Communities explained that this situation was already being dealt with and an update was being sent to Members of the Committee.

The Committee noted the work programme items for the remainder of the municipal year.

351. EXEMPT INFORMATION

The Committee

RESOLVED

That under Section 100a (4) of the Local Government Act 1972, the public and accredited representatives of newspapers be excluded from the meeting for the following item of business on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Act by virtue of the paragraph specified against the items.

352. COUNCIL TAX - DECEASED

The recommendation was Proposed by Councillor Yeates and Seconded by Councillor Madeley.

The Committee

RESOLVED

That the outstanding council tax charges totalling £12,619.52 where the debtor has died and there are no funds in the estate, be written off.

353. COUNCIL TAX INSOLVENCY WRITE OFFS

The recommendation was Proposed by Councillor Yeates and Seconded by Councillor Madeley.

The Committee

RESOLVED

That the outstanding council tax charges totalling £ 25,214.52 which are subject to insolvency action, preventing the Council from pursuing the debtor for payment, be written off.

354. BUSINESS RATES INSOLVENCY

The Committee

RESOLVED

That the outstanding business rates charges totalling £24,594.66 which the Council has been unable to recover due to the liable party being subject to insolvency action, be written off.

(The meeting concluded at 8.27 pm)

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Subject to approval at the next Housing and Wellbeing Committee meeting

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EXTRAORDINARY HOUSING AND WELLBEING COMMITTEE

3 November 2022 at 6.00 pm

Present: Councillors Pendleton (Chair), Mrs Cooper (Vice-Chair), Mrs English, Gregory, Mrs Haywood, Hughes, Madeley, Needs, Thurston and Yeates

Councillors Cooper, Dixon, Goodheart, Oppler and Stanley were also in attendance for all or part of the meeting.

388. APOLOGIES

Apologies were received Councillor Daniells.

389. DECLARATIONS OF INTEREST

There were no declarations of interest made.

390. COST OF LIVING REPORT

The Wellbeing and Communities Manager provided members with a detailed overview of her report, she first drew members attention to the cost-of-living issues facing many households across the district over the coming months. She explained that the basis of the recommendations before the Committee today had been formed on a partnership basis with Voluntary Action in Arun Community (VAAC) and Citizens Advice. She also advised Members that Council partners Jackie Sumner from VAAC and Luca Bodioli from Citizens Advice were also in attendance to assist with answering any questions members may have.

Following thorough discussion members then voted on the recommendations before them.

A request was made, and the committee agreed that the voting on the recommendations be undertaken separately. Having duly been proposed and seconded;

Housing and Wellbeing Committee - 3.11.22

The Committee

RESOLVED

1.2. To approve the following initiatives (with the exception of 1.2.2) totalling £180,000 to support the residents of the district during the cost-of-living pressures, subject to approval by the Policy and Finance Committee of funding (detailed in Appendix A) as the vote was split with 4 For and 4 Against the Chair used her casting vote in favour and this was approved:

The Committee

RESOLVED

To approve (1.2.1). Energy Advice and Support £40,000

The Committee

RESOLVED

Not to approve the (1.2.2). Energy Efficiency Home Adviser £40,000 Page 1 Agenda Item 3

The Committee

RESOLVED

To approve (1.2.3.) Funding support for local food banks £20,000

The Committee

RESOLVED

To approve (1.2.4.) Small grants to VCS organisations £25,000

The Committee

RESOLVED

To approve (1.2.5.) Cost of living co-ordinator post £55,000

In turning to the recommendation to be presented to the Policy and Finance Committee the Chair proposed an amendment to read as follows with **additions shown in bold**

“1.3. that they approve a virement of £180,000 to fund the cost-of-living crisis initiatives identified in recommendation 1.2 from additional interest on balances in 2022/23. **If there are any monies outstanding it comes back to the Housing & Wellbeing Committee for decision on spending**”

This amendment was duly seconded and therefore

The Committee

RECOMMENDED TO THE POLICY & FINANCE COMMITTEE

That they approve (1.3) a virement of £180,000 to fund the cost-of-living crisis initiatives identified in recommendation 1.2 from additional interest on balances in 2022/23. If there are any monies outstanding it comes back to the Housing & Wellbeing Committee for decision on spending.

(The meeting concluded at 7.23 pm)

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ARUN DISTRICT COUNCIL

REPORT TO:	HOUSING AND WELLBEING COMMITTEE – 6 DECEMBER 2022
SUBJECT:	VOLUNTARY ACTION ARUN & CHICHESTER IMPACT REPORT
LEAD OFFICER:	ROBIN WICKHAM, GROUP HEAD OF WELLBEING & COMMUNITIES
LEAD MEMBER:	COUNCILLOR JACKY PENDLETON
WARDS:	ALL
CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION: IMPROVING THE WELLBEING OF ARUN: To plan services, resources, amenities, activities, and places to help our community thrive.	
DIRECTORATE POLICY CONTEXT: The Wellbeing and Communities Group work with key partners to deliver a range of services to support the community. Voluntary Action Arun & Chichester (VAAC) is a partner that provides infrastructure support for the voluntary and community sector. Funding support for VAAC is provided by Arun District Council.	
FINANCIAL SUMMARY: The current funding agreement with VAAC is for five years from April 2019. The contribution is £50,000 per annum, increased annually by the consumer price index.	

1. PURPOSE OF REPORT

- 1.1. A periodic report is provided by Voluntary Action Arun and Chichester (VAAC) on its activities and to provide information on the status of the voluntary and community sector.

2. RECOMMENDATIONS

It is recommended that the Housing and Wellbeing Committee:

- 1.2. Endorse the work of Voluntary Action Arun & Chichester and agree that the Council continues to fund it in accordance with the terms of the agreement.

2. EXECUTIVE SUMMARY

- 2.1. Voluntary Action Arun & Chichester (VAAC) is Arun's infrastructure support organisation for local voluntary and community organisations. VAAC will provide a presentation to the Committee on its work, impact and report on the state of the sector in accordance with the terms of the Service Level Agreement.

3. DETAIL

- 3.1. The voluntary and community sector is made up of a large and diverse range of organisations. Arun District Council recognises the importance of a vibrant and successful voluntary and community sector and provides support funding to ensure that the organisational and development needs of the sector are met. This is achieved by funding a local infrastructure delivery organisation.
- 3.2. The service in Arun is delivered by Voluntary Action Arun & Chichester. Voluntary Action Arun & Chichester (VAAC) is a registered charity and a company limited by guarantee. VAAC was formed in April 2012 following a merger of the voluntary and community service organisations that served the districts of Arun and Chichester. It has been financially supported by Arun District Council throughout this period. The funding agreement with VAAC commenced in April 2019 and will end on 31 March 2025, the funding is £50,000 per annum increased annually by the consumer price index.
- 3.3. VAAC is a member of an alliance of voluntary and community sector infrastructure support organisations in West Sussex. The Alliance is provided with funding from West Sussex County Council to establish a common strategy across West Sussex. However, the service is delivered in each District and Borough with local funding to meet local needs. To this end the whole sector can speak with one voice in West Sussex and the local delivery partners work together to adopt best practice, avoid duplication, but have the flexibility to respond effectively to local issues.
- 3.4. A successful voluntary and community sector is a vital component of a vibrant local economy. Infrastructure delivery is an essential part of ensuring that the sector is equipped to best serve the community.
- 3.5. The VAAC Impact Report is provided at Appendix A.
- 3.6. The specification for the service delivered by VAAC is provided in Appendix B

4. OPTIONS / ALTERNATIVES CONSIDERED

- 4.1. The Impact Report is provided by VAAC to update the Committee on its activities and no options or alternative actions are required.

5. CONSULTATION

- 5.1. None.

6. COMMENT OF THE INTERIM GROUP HEAD OF FINANCE/S151 OFFICER

- 7.1 The report has no direct budget implications.

7. RISK ASSESSMENT CONSIDERATIONS

7.1. None.

8. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER

8.1. The funding and delivery of the VAAC are governed by a funding agreement and service level agreement as outlined in the report. Both documents are kept under review in order that they remain fit for purpose and reflective of the Council's current requirements for the service.

9. HUMAN RESOURCES IMPACT

9.1. None

10. HEALTH & SAFETY IMPACT

10.1. None

11. PROPERTY & ESTATES IMPACT

11.1. VAAC is a tenant of the Council based at Bognor Regis Town Hall.

12. EQUALITIES IMPACT ASSESSMENT (EIA)

12.1. None

13. CLIMATE CHANGE & ENVIRONMENTAL IMPACT

13.1. None

14. CRIME AND DISORDER REDUCTION IMPACT

14.1. None

15. HUMAN RIGHTS IMPACT

15.1. None.

16. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS

16.1. None.

CONTACT OFFICER:

Name: Robin Wickham

Job Title: Group Head of Wellbeing & Communities

Contact Number: 01903 737835

ARUN DISTRICT COUNCIL

BACKGROUND DOCUMENTS:

Appendix A - Voluntary Action Arun and Chichester (VAAC) Impact Report

Title of report	Voluntary Action Arun and Chichester (VAAC) Impact Report
Paper Number	
Written by :	Jackie Sumner
Presented by :	Jackie Sumner
Board meeting date :	6 th December 2022

Executive summary:

This report provides an overview of the work of VAAC from April to October 2022. It sets out the highlights over quarter one and two and performance against the key performance indicators (KPI) with a focus on the Arun District.

Decisions / Recommendations

For information and discussion

Appendices :

1. KPI's to end of quarter 2
2. Table of VCSE development support
3. Marketing activity

Business Planning

The final members' consultation on the VAAC Strategy 2022- 2025 took place online throughout August. The document has now been published and it was officially launched at the Members and Partners Day on the 18th October at the Aldingbourne Trust. The event was attended by 38 members and stakeholders. Feedback from the day was positive.

This strategy underpins all the current VAAC work <https://www.vaac.org.uk/about-us>

The annual business planning cycle commenced with a team away day in early December as this will then drive the budget setting process for 2023 – 2024. We reported back to West Sussex Voluntary Sector Infrastructure Alliance partners on quarter 1 and quarter 2 performance, and the six month review meeting with WSCC

took place late November. The formal Arun and Chichester Districts deadline for funding review documentation was 30th November, with follow up meetings in early December.

Aspects of the long term VAAC Business Plan 2023 – 2028 are being analysed and developed throughout the current year. The next priority, having reviewed our HR functions, is to ensure that our ICT (software and hardware) are fit for purpose.

The Arun district KPI's to the end of quarter 2 are detailed in Appendix 1. All KPI's are on track.

Development work

VAAC currently has 459 of members and the geographical breakdown is as follows.

Area	Membership number
Arun	164
Chichester	171
Arun and Chichester	108
Countywide	15

Referrals are currently averaging around 23 per month, and in quarter 1 the total number of referrals was 28. Which is similar to quarter 1 in 2021-2022. There have been 21 Arun referrals to the end of October 22, and the details of the developmental support is referenced in Appendix 1.

VAAC's development support capacity needs to match these increasing demands. New partnerships have been developed with Sussex Charity Mentors and The Track work hub in Bognor Regis. The latter provide a free six week start up course for potential CIC/social enterprises. These courses are tutored by local business experts. The first of these courses started on the 20th September.

An example of an Arun referral is below:

Request for VAAC's support via referral form. Betty McCann of Ferring Village Hall.

"Our hall is nearly 100 years old. We have several energy- related projects, one of which is to install solar panels on the south side of our roof".

VAAC suggested the Rampion Fund would be a good fund to try (as well as a few others) for solar panels via a Zoom call.

"I am trying to set up a meeting next week with our small committee to start the process and will come back to you once we have something concrete. I do appreciate that Rampion application finishes in late March. Many thanks again."

In what ways will the advice given by VAAC make a difference to your organisation?

June 2022 - Ferring Village Hall received £5,000 from the Rampion Fund to install solar panels. VAAC waiting to hear when these are installed.

“Many thanks”. Betty

Case Study Video

The case study video on Cancer United who VAAC have worked alongside will be featured as part of the presentation to the Health and Wellbeing Committee.

Volunteering Advice, Support and Development:

This has been a productive six months for volunteering support and the key achievements are detailed below:

- Volunteer role enquiries have increased by (on average) 30 per month since we installed the Get Volunteering app.
- As a result of the app availability, we have had 423 ‘register your interest’ clicks.
- In addition, the VAAC roles have been viewed 1,939 times.
 - Attendance at NCVO workshop: Engaging Young People in Volunteering.
 - Increased number of enquiries, emails, calls and registrations (see KPI report in Appendix One).
 - Meetings with local organisations and CVS’s, including Community Works, MSVA, the CVS Alliance.
 - Implementation of changes to the database, resulting in improvement in communication and follow ups with the volunteers/organisations.
 - VAAC’s VCN meeting in July – Youth Volunteering, including two speakers from South Downs National Park and Community First.
 - Supporting Arun Community Transport with volunteer recruitment.
 - Organised for School/6th Form assemblies to encourage volunteering.
 - Work on our list of animal charities to talk to them about a cross organisational campaign on volunteering.
 - Felpham Community College presentation to Year 11’s / 12’s about volunteering. This covered the benefits of volunteering, the different types of volunteering and all about what opportunities there are locally that might attract/suit them.
 - Attendance at Littlehampton Community & Jobs Fair at Littlehampton Wave. Approximately 180 people attended.
 - Volunteer Fair held in Bognor Regis on 20th September, 30 groups were represented and it was attended by 78.

Commissioned work (Local Community Network/NHS)

VCSE engagement of ethnically diverse communities in both Arun and Chichester

VAAC launched its report, 'Conversations with Ethnically Diverse Communities' at the VAAC AGM mid July <https://www.vaac.org.uk/perch/resources/conversations-with-ethnically-diverse-communities-report.pdf> We have received positive feedback from the report with an interest in how we are taking forward the recommendations and indications of which organisations could assist us.

Organisations have been using the report to consider further engagement with ethnically diverse communities in their project and service delivery:
Sussex Interpreting Service (SIS) commented:

"There is such a wealth of information. I will be sharing internally with some other colleagues - primarily with a view on how SIS (going forward) looks to support interpreting and how we might engage with communities in West Sussex".

We have also received increased requests from VCSE regarding how to increase and strengthen their engagement with ethnically diverse communities, and to access the contacts that we have. Organisations seeking advice include the Alzheimer's Society, West Sussex Carers Support and Relate.

We are also working on a project with Mind and Heads On, which is a co-produced exploration of Black, Asian & Minority Ethnic (BAME) involvement within commissioning, design, delivery and improvement of mental healthcare in Sussex. It brings together Sussex Partnership NHS mental health services, ethnic minority grassroots community groups, wider VCSE and the Sussex Health and Care Partnership (SHCP).

Health Engagement: Cancer Screening

The survey on the barriers to cervical cancer screening is now concluded. The short survey was devised to identify which barriers were most relevant to our local communities, and if there were any patterns associated with any particular geographical areas or GP surgeries. Going forward it is hoped that this information can then be used to inform and target any interventions or promotional work.

The survey was hosted on Google forms and was open over 4 weeks in June and July 2022. It was publicised through VAAC's members' newsletter and shared via VAAC's social media. Links to the Google form were emailed out to the practice managers of all the GP surgeries within the survey area, a total of 26 surgeries, 12 within Chichester District Council and 14 within Arun District Council.

In-person responses were also collected from community venues across the survey area. These included: Brookes Lounge, Bognor; Bersted Green Court Hub, Bognor; St Wilfrids Community Café, Bognor; Creative Heart, Littlehampton; Oving Chill and Chat café, Chichester, Tangmere Chill and Chat café, Chichester. A Family Support Practitioner employed by Family Support Work (www.familysupportwork) also collected some responses whilst doing home visits.

A total of 122 responses were collected, of which 65 were in person (53%) and the remainder were collected online via the link or QR code.

A final report was completed mid October.

<https://www.vaac.org.uk/perch/resources/barriers-to-cervical-screening-report.pdf>

A meeting to review the results, and discuss ideas for future work to address the issues raised, was held with the managers of the Primary Care Networks (PCN's) that cover Arun along with WSCC Partnerships and Communities Team.

Further meetings have also been held with Regis PCN to look at the feasibility of a community based cervical screening session. We have also held a meeting with Bognor Regis Town Football Club and Regis PCN regarding a bowel cancer screening awareness campaign.

Winter Access Primary Care – Littlehampton

This project will look at barriers to access to primary care for vulnerable groups in Littlehampton. The delivery partnership involves Creative Heart, Worthing Homes and Age UK. The engagement will be a combination of formal and informal research. The latter will be arts-focused and be based in Creative Heart. The project will commence late September and run through to March 2023.

Support to Ukraine community

Arun have initiated a grant aid scheme to support Ukraine community members and VAAC were involved in the decision making panel for the distribution of these funds. VAAC have been directly working with the organisations below:

The Shore Community Church Community - The Shore Community Church	They have a dedicated project (inclusive of a weekly drop in, language classes and supporting hosts/ Ukrainians).
Ukraine-UK Resettlement UK resettlement programmes	They provide accessible information to hosts and Ukrainians (they know how to access support etc, different events) .
Head to Head (NHS provision)	They are setting up a weekly mental health support group inclusive of trauma support in Arun for Ukrainian refugees.
West Sussex Mind www.westsussexmind.org	They have a dedicated Ukrainian outreach worker.
Arun and Chichester CAB www.arunchichestercab.org.uk	They have a dedicated worker – whose focus is on financial support.
Sanctuary, Chichester https://sanctuaryinchichester.org	Dedicated officer employed across both Arun and Chichester

Collaboration and Partnership Work

Health Inequalities

The work of both Arun and Chichester Local Community Network (LCN) continues. The commissioned NHS VAAC work is reported to these forums.

Within the Arun LCN the work that was developed in relation to the Bognor Drug Reduction Action Plan has been adopted by the Safer Arun Partnership and West Sussex Community Safety Partnership. The LCN also has a current focus on Cost of Living and potential negative health impacts. There has been significant partnership work in identifying the risks and impacts of the cost of living crisis and how the district can attempt to mitigate these impacts.

Arun and Chichester Food Partnership

The Food Partnership now have an agreed strategic document and agreed subgroups on:

- Food Security
- Food for Health
- Food for Sustainability

There are also area-based groups including Littlehampton. The partnership's focus is on food provision (foodbanks, community pantries, etc.) and how the different processes work. There was also some feedback from some public health research on health inequalities in Wick, and the cost of living crisis. Community allotments are also ongoing themes.

The Bognor Regis Celebration of Food and Community ran from the 16th – 21st August. 182 residents participated in the week. This was directly linked to the wider Taste Festival and we were able to pilot the use of vouchers as a means of supporting families to participate in the event, and as a thank you to the volunteers that supported the week's activities. VAAC and volunteering were promoted throughout the week. The footfall over the Taste weekend increased by 5,000 from the same weekend in 2021.

Financial Impact Group/Cost of Living

There has been significant work in response to the Cost of Living Crisis and this work is likely to continue in the long term.

Countywide there has been lobbying by the Financial Impact Group, and WSCC now have a small, dedicated team. Their focus is on data analysis. Therefore, the ask has been to invest in the Policy In Practice Lift Dashboard.

The Districts are also looking at what additional measures they can put in place for staff. We have re-promoted the Employee Assistance Programme that provides wellbeing, financial, mental health and legal helpline support to members.

VAAC now have a dedicated Cost of Living web page which is performing a combination of key tasks: seeking updates from members on impact (via a Jam Board); highlighting what national organisations are engaged with in terms of campaigns etc. and flagging the local response.

Countywide organisations, Age UK, West Sussex Carers and Aldingbourne Trust, held a fact finding and solution focused workshop on the 15th September. The morning was

focused on sharing skills, resources and cutting through complexity, and actions to protect the wellbeing of voluntary sector workers. Statutory agencies also attended, including NHS Sussex and WSCC.

The aim of the day was to:

- Gather insight across the voluntary & community sector.
- Shape solutions to gaps/challenges.
- Produce an insight report to inform our strategies & influence commissioning & funding decisions.
- Reduce waste and support collaboration.

There are a number of actions for the wider Alliance and for VAAC that will be incorporated into our response to this crisis.

Sussex Community Foundation research with 110 VCSE organisations showed that: 86% of these groups are facing large increases in their own running costs and are worried they won't be able to continue their support. 67% of respondents reported demand for their services has increased, with 7.5% reporting an increase in demand of over 75%. This is happening at a time when organisations are facing rising costs and reduced donations.

VAAC's snap research indicated the order of issues in rank order are as follows:

1. Impact on staff wellbeing
2. Lack of core costs
3. Increased demands
4. Impact on inflation on grants
5. Loss/lack of volunteers
6. Building management costs

In response to these needs SCF launched a fundraising campaign in late October <https://sussexgiving.org.uk/cost-of-living-appeal/>
Community Resilience

VAAC is now connected to both the VCSEP [Voluntary and Community Sector Emergencies Partnership | British Red Cross](#) and the Red Cross Emergency Response South East Group. [Emergency support in the UK | How we help | British Red Cross](#)

On a County basis we are members of Sussex Community Resilience Partnership. These touch-point meetings aim to bring the VCSE organisations and statutory bodies together to share latest organisational updates and insights. The aim is to connect, get

to know each other, and share lessons so we can be better prepared to respond to emergencies.

This area of work has arisen from both the refugee crisis and the climate emergency. Locally we now have links to the Local Resilience Forum.

Corporate sector/CSR

We have continued to build VAAC's corporate links.

- Lodge Court provided 'free' HR advice to members
- Bognor Pop Shop provided space for Food Partnership week / Christmas on a Budget
- NGM is marketing sponsorship of voucher scheme
- Staff attendance at 'free' training/networking
- Support for business planning/software from a local international consultant
- Pro bono developmental support to CIC's by Five-by-Five consultancy
- Mentoring for key staff

The running total in kind value 2022-23 to date is £3,320.

Marketing and PR

The specific marketing activity is detailed in Appendix 3.

Current quarter 3 priorities

- Planning for 2023-2024.
- Reported back to District funders (November).
- Set draft budget
- Continue to build VAAC impact data.
- Source new ICT support service.
- Completed the Strategic Risk Register with Trustees and Team.
- Continue to raise the profile of VAAC role and impact.
- Continue towards financial resilience/sustainability.

Appendix 1

Key Performance Indicators Quarter 2

Delivery area	Achieved	Annual Target	On Target
Research Reports Completed	2	4	
Number of new commissions	2	4	
Funding secured on basis of direct work with members	Arun £82,583 Chichester £167,912 Total £250,495	400K	
Training and events	14	25	
Case studies/videos	10	12	
Strategic Partnerships	12	15	
Membership	459	480	
Total number of referrals	Arun 21 Chichester 15 Both 11 Countrywide 2 Total 49	100	
Volunteers placed	Arun 155 Chichester 139 West Sussex 63 Total 357	600	

Appendix 2:

VCSE Development Support with a focus on Arun

Total support / referrals from April to October is 21

District	Organisation / Contact	Support Given
Arun	Pagham Gardening Friends	Policies & Procedures
Arun	Grandads Front Room CIC	Funding / Volunteering / Legal & Governance
Arun	Bognorphenia	Committee Support / Legal & Governance
Arun	Bognor Woodwork and Craft Club	Funding
Arun	Glebelands Community Centre Ltd	Legal & Governance/ Committee Support
Arun	Sussex Coast Talking News	Legal & Governance
Arun	Teen Scape	Funding
Arun	League of Friends, Zachary Merton Community Hospital	Volunteering
Arun	Arun Community Transport	Funding
Arun	Brooke's Lounge	Legal & Governance
Arun	Home Start Arun AWA	Funding
Arun	Glebelands	Legal & Governance / Policies & Procedures
Arun	Sebastian Siemienieć	Legal & Governance / Policies & Procedures / Startup
Arun	Armed Forces Family UK Peer Support	Startup
Arun	League of Friends Zachary Merton	Committee Support / Volunteering
Arun	Shining Light Community Health Hub	Legal & Governance / Startup
Arun	Bognor Makerspace	Legal & Governance
Arun	Badlandz	Startup
Arun	Littlehampton Youth	Startup
Arun	Cancer United	Funding
Arun	Grandad's Front Room	Legal & Governance

Appendix 3

Marketing activity Arun – end of Q2.

- The focus in quarter one was taken up with filming for the current round of VAAC videos which will ultimately result in the VAAC 10th birthday celebration video (launched at the AGM in July) and 10 spotlight videos about individual members. By the end of September, we had finished 4 of the standalone “spotlight” videos eg Think18, and Cancer United. There are six more to be completed over the next quarter.
- We set up the Ukraine Support and Cost of Living Crisis webpages which we will keep updated as more information and resources have become available.
- We helped to co-ordinate the Fresh Ideas community event at the POP shop as part of the Bognor Regis Taste! Food Festival, and produced lots of promotional visuals, as well as liaising with the designer for the main flyer.
- We delivered the Volunteer Recruitment Fair in Bognor Regis in September
- We launched the Get Volunteering App and helped to promote this via the press, social media and with promotional materials.
- We attended a wide range of community events promoting VAAC and networked with partners and VCSE organisations
- There was also publicity/marketing materials created for:
 - Volunteers Week
 - Cervical Screening survey
 - Make, Mend and Money Day at Bognor Makerspace



www.vaac.org.uk | www.bruid.org
www.arunchichestercab.org.uk | www.nrg.marketing



Help us to understand why people don't book their cervical screening appointments

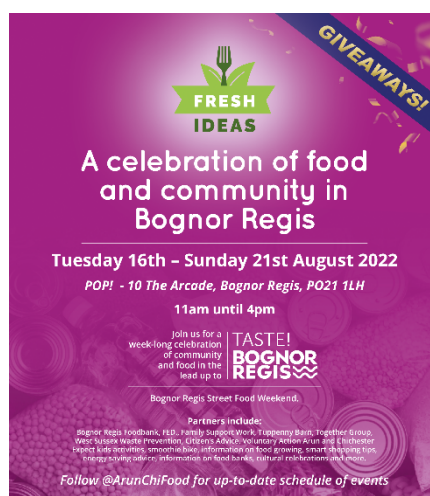


Fill in our short survey at Brooke's Lounge, 97 Aldwick Rd, Bognor Regis PO21 2NY

Monday 20th June, 10am-11pm
Wednesday 22nd Jun. 9.30 – 11am
Thursday 23rd June, 2.30-3.30pm



Voluntary Action Arun & Chichester



We are collecting food for the community - please drop in long-life items including: Fruit juice, tinned fruit, tinned puddings, instant mash, tinned meat and fish, dried fruit, biscuits, tea and coffee, crisps, salt mix.



Appendix B: Specification for the delivery of Voluntary and Community Services in Arun District

1. Communication, Information and Voice

Aim: To provide better mechanisms for VCSOs involvement in planning services and improved awareness to policy makers of gaps in services:

Outcome	Activities to include	Evidence
VAAC support and promote the growth of the community sector	<ul style="list-style-type: none"> To stimulate community involvement and activity Providing focused support to start up, existing and established groups and organisations to grow To facilitate and encourage partnerships and co-operation within the sector 	a) Number of new groups supported
VAAC can talk with confidence about the make-up of the local sector. Through their database and networks VAAC are able to target information or consultation to relevant members. Groups and organisations are well informed	<ul style="list-style-type: none"> Creation and maintenance of database of members and non-members Circulation of information when requested- generic/targeted Regular contact at local level with community groups (e.g. community networks) 	b) Database created and maintained appropriately
VAAC facilitate and attend events/opportunities for the co-ordination of community activity	<ul style="list-style-type: none"> Provide flexible opportunities for groups to come together (virtual and in person) To actively participate in local forums and networks. 	c) Providing feedback to/from the sector at relevant meetings (examples) d) Providing regular information/feedback and opportunities to input through e-bulletins and newsletters (examples)
Representation of the voluntary and community sector in the district is strengthened. There are opportunities for effective two-way communication between statutory and VCS	<ul style="list-style-type: none"> Identify opportunities to build relationships with additional partners Agree an up-to-date list of key strategic partnerships boards and sub-groups and ensure these are attended Raise the profile and support the positive representation of voluntary activity locally (media outputs etc) 	e) Summary of meetings attending and examples of influencing? f) Examples of social media/ traditional media output

2. **Advice and Enablement**

Aim: To be a trusted source of support, training and advice to member and non-member groups and organisations-offering input that helps them succeed.

Outcome	Activities to include	Evidence
VAAC has an increasing and diverse range of members (and affiliate groups) representative of voluntary and community groups from the district.	<ul style="list-style-type: none"> ▪ Identification of non-members and underrepresented areas (e.g. evidence of targeting promotion to rural communities) ▪ Strategy to maintain/increase number of members ▪ Feedback sought from members and non-members and levels of satisfaction recorded 	<ul style="list-style-type: none"> a) The number of new members in year b) Membership reviewed by breakdown of location annually and discussed at review c) Membership levels from the district and comparison with the previous year
Groups in the district access tailored 1:1 support that they feel is high quality and enables them to achieve their individual plans.	<ul style="list-style-type: none"> ▪ Deliver a programme of 1:1 outreach support as part of each action plan, for members and non-members including: <ul style="list-style-type: none"> ▪ Business development and planning advice ▪ Access to financial advice ▪ Personal development and mentoring ▪ Monitor and review the planning and delivery of 1:1 support by requesting feedback ▪ Provide one-off ad hoc support for members and non-members in response to immediate needs and maintain records of one-off support provided 	<ul style="list-style-type: none"> d) The number of enquiries received seeking support (no. of organisations making requests) e) The number of organisations supported f) The type/s of support provided g) Feedback summary + case studies
Available resources maximised to best support voluntary organisations and groups in the district	<ul style="list-style-type: none"> ▪ Tailored networks/events/courses to meet relevant local emerging needs/requirements ▪ Provision of networking and partnership opportunities 	<ul style="list-style-type: none"> h) Anonymised positive testimonials/case studies reported i) Examples of special events/ opportunities
Membership includes underrepresented groups and underrepresented groups/area/locations	<ul style="list-style-type: none"> ▪ Monitoring and evaluation of members in terms of size of organisation, area of delivery to ensure membership reflects the voluntary, community, social enterprise and faith sectors in the district 	<ul style="list-style-type: none"> j) Membership reviewed to identify the number of members from underrepresented categories (e.g. rural, BME) k) 'State of the sector' type annual review of members' feedback.
Operate a successful and thriving community	<ul style="list-style-type: none"> ▪ Training and workshops ▪ Hire space for relevant activities 	<ul style="list-style-type: none"> l) Number of activities booked and run by the service provider/revenue generated

learning centre at Bersted Green		m) Number of bookings (by type) by external groups and organisations/revenue generated
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3. Training

Aim: To provide, broker and signpost appropriate training and development opportunities to member and non-member organisations:

Outcome	Activities to include	Evidence
Increased skills, knowledge and qualifications within the sector	<ul style="list-style-type: none"> Consult to identify skills gaps/demand Tailored events/courses or signposting to meet relevant local requirements Provision of quality training opportunities 	a) The number of training sessions delivered b) The level of attendance at training sessions
The training delivered helps groups to improve	<ul style="list-style-type: none"> Consult with attendees to measure what has been learned and the impact on them/ their organisation 	c) Summary analysis of feedback received- particularly number who would 'recommend to others' or rating the sessions above expectations

4. Volunteering

Aim: To spread best practice in volunteer management, co-ordinate volunteering opportunities and matching opportunities with those looking to volunteer:

Outcomes	Activities to include	Evidence
Volunteering opportunities are maximised (within available resources)	<ul style="list-style-type: none"> Opportunities advertised – appropriate support provided to local organisations to advertise across different media Help and support for volunteers to find/access opportunities Support organisations with volunteering opportunities with their recruitment including – guidance on good practice. 	a) The number of volunteering opportunities available b) The number of volunteers recruited c) The number of organisations and groups with volunteering opportunities d) Estimated value (monetary) of volunteering per quarter

<i>The profile of volunteering is raised</i>	<ul style="list-style-type: none"> ▪ <i>Promote volunteering and its benefits to a range of audiences (organisations, business, young people, etc.</i> ▪ <i>Ensure a regular outreach presence available in the district</i> 	<ul style="list-style-type: none"> e) <i>The number of volunteering events held per year (networks, etc.)</i> f) <i>The number of volunteer outreach sessions delivered per year</i> g) <i>Anonymised qualitative case studies or similar to capture the benefits of volunteering for volunteers and groups</i>
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5. Sustainability and Finance

Aim: *To provide organisations with advice and support on financial management, procedures and increasing their financial sustainability by providing support and advice on good governance, business planning and fundraising:*

Outcome	Activities to include	Evidence
<i>Organisations have access to training and guidance that supports improved financial systems and procedures</i>	<ul style="list-style-type: none"> ▪ <i>Delivery of one to one support and advice</i> ▪ <i>Sharing of knowledge and best practice</i> ▪ <i>Training offered</i> 	<ul style="list-style-type: none"> a) <i>The number of individual support sessions given to groups from the district on these issues</i> b) <i>The number of training/awareness sessions, briefings and/or newsletters</i>
<i>Organisations have access to quality advice, support and resources enabling them to be successful at fundraising</i>	<ul style="list-style-type: none"> ▪ <i>Responsive offer of support for groups</i> ▪ <i>Tailored input to groups seeking support</i> ▪ <i>Spread fundraising best practice</i> ▪ <i>Proactively identify funding opportunities and matching them to individual organisations</i> ▪ <i>Support partnership approaches to bidding</i> 	<ul style="list-style-type: none"> c) <i>The value (£) of increased revenue and additional funding secured as a result of the packages of support provided</i> d) <i>Anonymised case studies</i>
<i>Innovative approaches to reducing costs and sharing of resources and expertise are promoted</i>	<ul style="list-style-type: none"> ▪ <i>Supported organisations to make g more efficient use of available local resources and partnership working (e.g. sharing resources)</i> 	<ul style="list-style-type: none"> e) <i>Anonymised examples/case studies</i>
<i>VAAC is more financially sustainable - has an appropriate fundraising strategy demonstrating approach to diversifying income.</i>	<ul style="list-style-type: none"> ▪ <i>An appropriate fundraising strategy demonstrating approach to diversifying income. Review and update on fundraising strategy</i> 	<ul style="list-style-type: none"> f) <i>Review and update on fundraising strategy</i>

6. Quality and Good practice

Aim: To develop, implement, and evidence good practice models and raise the profile of what the local VCS is achieving:

Outcome	Activities to include	Measures
<i>Organisations are equipped to explain the difference that they make. Support is provided to help them evaluate and measure their work</i>	<ul style="list-style-type: none">▪ 1:1 and other support given to organisations to better equip them to assess, monitor and evaluate their work to demonstrate the difference they are making	<i>a) The number of organisations supported and examples</i>
<i>The wider community will have better understanding of the impact achieved by the local voluntary and community sector</i>	<ul style="list-style-type: none">▪ Championing the work of groups in particular those that have been able to implement robust analysis and demonstrate the impact of their work (using website, links with media, wider networks)	<i>b) Anonymised Examples/case studies</i>
<i>VAAC demonstrates best practice in quality management</i>	<ul style="list-style-type: none">▪ Follow an appropriate quality standard approach (e.g. NAVCA)	<i>c) Examples demonstrate quality approach</i>

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Schedule 1: Specification for the delivery of Voluntary and Community Services in Arun District

1. Communication, Information and Voice

Aim: To provide better mechanisms for VCSOs involvement in planning services and improved awareness to policy makers of gaps in services:

Outcome	Activities to include	Evidence
VAAC support and promote the growth of the community sector	<ul style="list-style-type: none"> ▪ To stimulate community involvement and activity ▪ Providing focused support to start up, existing and established groups and organisations to grow ▪ To facilitate and encourage partnerships and co-operation within the sector 	a) Number of new groups supported
VAAC can talk with confidence about the make-up of the local sector. Through their database and networks VAAC are able to target information or consultation to relevant members. Groups and organisations are well informed	<ul style="list-style-type: none"> ▪ Creation and maintenance of database of members and non-members ▪ Circulation of information when requested-generic/targeted ▪ Regular contact at local level with community groups (e.g. community networks) 	b) Database created and maintained appropriately
VAAC facilitate and attend events/opportunities for the coordination of community activity	<ul style="list-style-type: none"> ▪ Provide flexible opportunities for groups to come together (virtual and in person) ▪ To actively participate in local forums and networks. 	c) Providing feedback to/from the sector at relevant meetings (examples) d) Providing regular information/feedback and opportunities to input through e-bulletins and newsletters (examples)
Representation of the voluntary and community sector in the district is strengthened. There are opportunities for effective two-way communication between statutory and VCS	<ul style="list-style-type: none"> ▪ Identify opportunities to build relationships with additional partners ▪ Agree an up-to-date list of key strategic partnerships boards and sub-groups and ensure these are attended ▪ Raise the profile and support the positive representation of voluntary activity locally (media outputs etc) 	e) Summary of meetings attending and examples of influencing? f) Examples of social media/ traditional media output

2. Advice and Enablement

Aim: To be a trusted source of support, training and advice to member and non-member groups and organisations-offering input that helps them succeed.

Outcome	Activities to include	Evidence
VAAC has an increasing and diverse range of members (and affiliate groups) representative of voluntary and community groups from the district.	<ul style="list-style-type: none"> ▪ Identification of non-members and underrepresented areas (e.g. evidence of targeting promotion to rural communities) ▪ Strategy to maintain/increase number of members ▪ Feedback sought from members and non-members and levels of satisfaction recorded 	a) The number of new members in year b) Membership reviewed by breakdown of location annually and discussed at review c) Membership levels from the district and comparison with the previous year
Groups in the district access tailored 1:1 support that they feel is high quality and enables them to achieve their individual plans.	<ul style="list-style-type: none"> ▪ Deliver a programme of 1:1 outreach support as part of each action plan, for members and non-members including: <ul style="list-style-type: none"> ▪ Business development and planning advice ▪ Access to financial advice ▪ Personal development and mentoring ▪ Monitor and review the planning and delivery of 1:1 support by requesting feedback ▪ Provide one-off ad hoc support for members and non-members in response to immediate needs and maintain records of one-off support provided 	d) The number of enquiries received seeking support (no. of organisations making requests) e) The number of organisations supported f) The type/s of support provided g) Feedback summary + case studies
Available resources maximised to best support voluntary organisations and groups in the district	<ul style="list-style-type: none"> ▪ Tailored networks/events/courses to meet relevant local emerging needs/requirements ▪ Provision of networking and partnership opportunities 	h) Anonymised positive testimonials/case studies reported i) Examples of special events/ opportunities
Membership includes underrepresented groups and underrepresented groups/area/locations	<ul style="list-style-type: none"> ▪ Monitoring and evaluation of members in terms of size of organisation, area of delivery to ensure membership reflects the voluntary, community, social enterprise and faith sectors in the district 	j) Membership reviewed to identify the number of members from underrepresented categories (e.g. rural, BME) k) 'State of the sector' type annual review of members' feedback.
Operate a successful and thriving community learning centre at Bersted Green	<ul style="list-style-type: none"> ▪ Training and workshops ▪ Hire space for relevant activities 	l) Number of activities booked and run by the service provider/revenue generated m) Number of bookings (by type) by external groups and organisations/revenue generated

3. Training

Aim: To provide, broker and signpost appropriate training and development opportunities to member and non-member organisations:

Outcome	Activities to include	Evidence
Increased skills, knowledge and qualifications within the sector	<ul style="list-style-type: none"> Consult to identify skills gaps/demand Tailored events/courses or signposting to meet relevant local requirements Provision of quality training opportunities 	a) The number of training sessions delivered b) The level of attendance at training sessions
The training delivered helps groups to improve	<ul style="list-style-type: none"> Consult with attendees to measure what has been learned and the impact on them/ their organisation 	c) Summary analysis of feedback received- particularly number who would 'recommend to others' or rating the sessions above expectations

3. Volunteering

Aim: To spread best practice in volunteer management, co-ordinate volunteering opportunities and matching opportunities with those looking to volunteer:

Outcomes	Activities to include	Evidence
Volunteering opportunities are maximised (within available resources)	<ul style="list-style-type: none"> Opportunities advertised – appropriate support provided to local organisations to advertise across different media Help and support for volunteers to find/access opportunities Support organisations with volunteering opportunities with their recruitment including – guidance on good practice. 	a) The number of volunteering opportunities available b) The number of volunteers recruited c) The number of organisations and groups with volunteering opportunities d) Estimated value (monetary) of volunteering per quarter
The profile of volunteering is raised	<ul style="list-style-type: none"> Promote volunteering and its benefits to a range of audiences (organisations, business, young people, etc. Ensure a regular outreach presence available in the district 	e) The number of volunteering events held per year (networks, etc.) f) The number of volunteer outreach sessions delivered per year g) Anonymised qualitative case studies or similar to capture the benefits of volunteering for volunteers and groups

5. Sustainability and Finance

Aim: To provide organisations with advice and support on financial management, procedures and increasing their financial sustainability by providing support and advice on good governance, business planning and fundraising:

Outcome	Activities to include	Evidence
Organisations have access to training and guidance that supports improved financial systems and procedures	<ul style="list-style-type: none"> ▪ Delivery of one to one support and advice ▪ Sharing of knowledge and best practice ▪ Training offered 	a) The number of individual support sessions given to groups from the district on these issues b) The number of training/awareness sessions, briefings and/or newsletters
Organisations have access to quality advice, support and resources enabling them to be successful at fundraising	<ul style="list-style-type: none"> ▪ Responsive offer of support for groups ▪ Tailored input to groups seeking support ▪ Spread fundraising best practice ▪ Proactively identify funding opportunities and matching them to individual organisations ▪ Support partnership approaches to bidding 	c) The value (£) of increased revenue and additional funding secured as a result of the packages of support provided d) Anonymised case studies
Innovative approaches to reducing costs and sharing of resources and expertise are promoted	<ul style="list-style-type: none"> ▪ Supported organisations to make g more efficient use of available local resources and partnership working (e.g. sharing resources) 	e) Anonymised examples/case studies
VAAC is more financially sustainable - has an appropriate fundraising strategy demonstrating approach to diversifying income.	<ul style="list-style-type: none"> ▪ An appropriate fundraising strategy demonstrating approach to diversifying income. Review and update on fundraising strategy 	f) Review and update on fundraising strategy

7. Quality and Good practice

Aim: To develop, implement, and evidence good practice models and raise the profile of what the local VCS is achieving:

Outcome	Activities to include	Measures
Organisations are equipped to explain the difference that they make. Support is provided to help them evaluate and measure their work	<ul style="list-style-type: none">1:1 and other support given to organisations to better equip them to assess, monitor and evaluate their work to demonstrate the difference they are making	a) The number of organisations supported and examples
The wider community will have better understanding of the impact achieved by the local voluntary and community sector	<ul style="list-style-type: none">Championing the work of groups in particular those that have been able to implement robust analysis and demonstrate the impact of their work (using website, links with media, wider networks)	b) Anonymised Examples/case studies
VAAC demonstrates best practice in quality management	<ul style="list-style-type: none">Follow an appropriate quality standard approach (e.g. NAVCA)	c) Examples demonstrate quality approach

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REPORT TO:	HOUSING AND WELLBEING COMMITTEE - 6 DECEMBER 2022
SUBJECT:	HOUSING OMBUDSMAN DETERMINATIONS 2021-2022
LEAD OFFICER:	MOH HUSSEIN, INTERIM HEAD OF HOUSING
LEAD MEMBER:	COUNCILLOR JACKY PENDLETON
WARDS:	ALL WARDS
<p>CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION:</p> <p>The report will support the following areas in the corporate vision Delivering the rights homes in the right places</p> <p>Support those in our community that need help, providing a safety net where necessary and working with people and organizations to meet different needs.</p> <ul style="list-style-type: none"> • Ensure the existing housing stock in the district (private sector and council owned) is maintained to a high standard • Support households with complex needs to secure suitable accommodation <p>The report will share with members details of any determinations made against the council by the Housing Ombudsman, this will ensure that the council is being transparent with the decisions made and is acting on the orders made by the Ombudsman to ensure we continue to deliver a high standard of homes.</p>	
<p>DIRECTORATE POLICY CONTEXT:</p> <p>The Housing Ombudsman Complaint Handling Code sets out that landlords should provide their governing bodies with information on their performance on complaint handling, to include showing that we have complied with any orders made by the Ombudsman.</p> <p>As a landlord we have to ensure compliance with the Housing Ombudsman Complaint Handling Code as failure to do so could result in a complaint being referred to an appropriate regulator.</p>	
<p>FINANCIAL SUMMARY:</p> <p>As a result of the determinations made by the Housing Ombudsman between June 2021 and April 2022 the Council was ordered to pay £1250.00 in compensation. An additional £400 had already been made on one case and this figure was supported by the Ombudsman and referred to in their report.</p>	

1. PURPOSE OF REPORT

- 1.1. The purpose of this report is to present to committee an overview of the determinations made by the Housing Ombudsman for the period 2021 to 2022

2. RECOMMENDATIONS

- 1.2. It is recommended that the Housing and Wellbeing Committee
- 1.3. Note the contents of the determination report.
- 1.4. Note that the Council has complied with the orders made by the Housing Ombudsman in their determinations
- 1.5. Note the improvements made to the service as a result of the determinations

2. EXECUTIVE SUMMARY

- 2.1. This report presents members with an overview of the complaints determined by the Housing Ombudsman for the period 2021 to 2022 the report also identifies areas for improvements in complaint handling and service areas. including the improvements, we have made as a result of these determinations.
- 3.2 The Housing Ombudsman set out that their approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.
- 3.3 The Housing Ombudsman Complaint Handling Code sets out that landlords should report to their members regular updates on their complaint handling performance and their compliance with any Ombudsman orders.
- 3.4 For the period between June 2021 and April 2022 we received five determinations by the Housing Ombudsman. Of those determinations three found service failures, one found maladministration, and one found no maladministration. Of the five determinations four were in relation to our repairs service and one was in relation to noise.

3. DETAIL

- 3.1. During the period June 2021 and April 2022 the Housing Ombudsman made five determinations in relation to complaints made to the Council. These determinations are published on the Housing Ombudsman's website three months after the decision date to ensure our tenants can better hold us to account on the way we handle complaints.
- 4.2 The Housing Ombudsman may issue one of the following outcomes when making their determination.

- **Maladministration** – where the landlord has failed to comply with its legal obligations or its policies and procedures, or where the landlord has unreasonably delayed in dealing with the matter. This could be a finding of service failure, partial maladministration, maladministration, or severe maladministration, depending on the seriousness of the failure and the impact on the customer.
- **No maladministration** – where the landlord is found to have acted appropriately.
- **Redress** – where the landlord made redress to the customer which resolved the complaint satisfactorily in the Ombudsman's opinion.
- **Resolved with intervention/early resolution** – where the complaint was resolved with the Ombudsman's intervention
- **Outside jurisdiction (OSJ)** – where the Ombudsman did not have the authority to investigate. This could be for a variety of reasons including: the complaint had not been made within a reasonable timescale; the complaint did not meet the conditions of the scheme; or the matter was more appropriately dealt with by the courts, a tribunal, another complaint handling body or regulator.

4.3 When the Ombudsman issues their determination they may make an order, landlords are obliged to comply with any orders made in a determination where failures have been identified. We must then evidence to the Ombudsman that the orders have been complied with.

4.4 The Ombudsman may also make recommendations within their determinations and although they do not have enforceable compliance target dates we are expected to provide details updates to the Ombudsman within four weeks of the determination date.

4.5 **Determinations**

4.6 In order to arrive at the determinations both the resident and us submit information to the Ombudsman for their considerations. Below is an overview of the determinations and the orders and recommendations made by the Ombudsman.

4.7 **Determination 1 (June 2021)**

This complaint was about our response to our residents concerns about the repair of a bedroom ceiling that contained asbestos.

The ombudsman's findings in relation to our handling of the ceiling repair

Determination (decision)

The Housing Ombudsman found that there was service failure by us in respect to the residents concerns about asbestos at their property and the subsequent handling of the repairs.

There was service failure in our initial handling of the repair in that we failed to appoint a contractor within a reasonable time.

The Ombudsman notes within the decision that accepted responsibility for this failure and apologised for it and that thereafter our handling of the repair was reasonable and in line with our policies and procedures. However they stated that an acknowledgement and accompanying apology was insufficient redress and that we failed to consider appropriate compensation.

Orders

Pay the resident £100 compensation

Recommendations

There were no recommendations in this case

The full determination is attached as Appendix 1

4.8 Determination 2 (August 2021)

This complaint was about our handling of the residents

- Reports of leaks to their garage roof and shed downpipe
- Reports of overflowing gutters, and the wrong repair to their balcony
- Our complaint handling

Determination (decision)

The Housing Ombudsman found that there was service failure in our handling of the resident's reports of leaks to their garage roof and shed downpipe.

The Ombudsman found that we had provided reasonable redress for its handling of the reports of overflowing gutters, and the wrong repair being undertaken to the resident's balcony.

The Housing Ombudsman made a finding of maladministration in our handling of the subsequent complaint.

The Ombudsman noted that while some delays to the repairs were unavoidable, due to the coronavirus pandemic, there was an acknowledged failing in the wrong water sealant being used on the resident's balcony. We provided reasonable redress, in line with the Ombudsman's remedies guidance for this failing. However, the Ombudsman stated that we had failed to redress our poor complaints handling, and our poor communication when there were delays repairing the resident's garage roof and shed downpipe.

Orders

Pay the resident the following compensation

£200 for our poor communication about delays repairing their garage roof and shed downpipe.

£250 for our handling of the subsequent complaint. This amount was increased due to the Ombudsman noting our continued failure to ensure we deal with our complaints in line with our complaint handling guidelines.

These payments are in addition to the £400 already offered for the damage to the resident's carpet.

We were further ordered to ensure that formal complaints are responded to in line with the complaint's procedure and the Ombudsman's Complaint handling Code. This may include additional staff training or changes to processes.

Recommendations

There were no recommendations made in this case

The full determination is attached as Appendix 2

4.9 Determination 3 (November 2021)

This complaint was in relation to our response to

- The residents report in relation to their upstairs toilet
- The residents request for compensation for reported damage to their rugs
- The residents report of a damp kitchen floor

Determination (decision)

The Ombudsman found that there was no maladministration in our response to:

- The residents report in relation to their upstairs toilet
- The residents request for compensation for reported damages to the rugs

They also found that there was reasonable redress in relation to our response to the resident's report of a damp kitchen floor.

They noted that whilst we could have been more proactive at an earlier point, that we responded promptly to every report to unblock their toilet, carried out investigations and replaced the toilet. After it was replaced, we continued to respond to the resident's reports and promptly investigated and effected repairs.

They noted that we did not identify we were negligent and therefore we not pay compensation for damage to possessions. The Ombudsman was not able to identify clear evidence in that regard and therefore, in the circumstances, declining to pay compensation was not an unreasonable response by us.

They noted that we accepted that laying flooring on top of existing flooring was problematic, however we offered to rectify the matter. On receiving the

resident's report, we invited further information. We offered to replace the kitchen floor. We persisted in its offers to assist. We offered to pay for the costs if the resident chose to arrange the replacement floor herself. Had the resident accepted the offer, the matter would have been rectified within a short period of the resident's report. They notes that this was, in the circumstances, a reasonable response to the resident's report and complaint.

Orders

No orders were made in this determination

Recommendations

We should contact the resident to make arrangements for the works to the kitchen flooring, if it has not done so already.

We should ensure that repairs staff check the repairs history for a property when logging new reports and that staff are aware of the need to escalate a matter where there is a history of repeat or similar requests.

We, having noted that the contractor's records were not the clearest, should, if we have not done so already, work with our contractors to ensure their record-keeping is improved and monitor this through our contract management arrangements.

It is noted that a blocked toilet is only deemed to be an emergency if there is only one toilet in the property whereas the Right to Repairs scheme does not so stipulate. The landlord should ensure that its repairs policy is in line with the statutory Right to Repair scheme. It is helpful that the repairs booklet is detailed as to the parties' respective responsibilities and contains home maintenance advice.

The landlord should ensure that it keeps a clear track of its complaints process, and its staff adhere to the timescales set out in its complaint's procedures.

It was noted that our complaints policy is under review, a response time of 25 working day (five weeks) is unduly lengthy. We were recommended to have regard for the Housing Ombudsman's Complaint Handling Guidance which sets out the response should be provided within 20 working days at stage two.

It was recommended that we review our compensations policy in order to provide a transparent and consistent scheme. We were referred to the Housing Ombudsman guidance.

While in the main, the provision of documents was helpful and complete, there were delays. We should ensure it responds fully and promptly to the request for documents by the Ombudsman.

The full determination is attached as Appendix 3

4.10 Determination 4 (January 2022)

The complaint was in relation to:

- Our response to the residents reports of noise nuisance
- Our complaint handling

Determination (decision)

The Housing Ombudsman found maladministration by is in respect of our:

- Response to the residents reports of noise nuisance
- Our complaint handling

The Ombudsman found that our handling of the resident's reports of noise was not appropriate. That we did not take all the action that would have been appropriate and reasonable to take, and we failed to refer the case to environmental health within a reasonable time so that the level of noise could be established with a view to reaching a view on whether or not it amounted to a statutory nuisance.

Our complaint handling was not appropriate. There were delays at several stages and we failed to provide full responses and follow its complaint procedure which meant that the resident had to submit three separate complaints before they went to the Ombudsman.

Orders

A senior manager to apologise to the resident for the failings identified in the Ombudsman's report – relating to both our response to noise and our complaint handling.

Pay the resident the sum of £600 to reflect the impact the distress and inconvenience these failings had on her.

Assess the sound insulation of the floor/ceiling between the property and the flat above and compare this to the sound insulation of other flats in the building to assess for a defect specific to the resident's property (as recommended by environmental health).

Provide training for staff dealing with ASB/noise complaints, so that staff are aware of when a referral to environmental health is appropriate to assess the level and extent of the noise.

Provide complaint handling staff with training to ensure that its findings within complaint responses are evidenced and, where further action is required, to set out that action.

Recommendations

It was recommended that we consider carrying out the other recommendations made by environmental health and give the resident an update on what action, if any, we decide to take.

The full determination is attached as Appendix 4

4.11 Determination 5 (April 2022)

The complaint was in relation to:

- Our response to a report of flooding in the property following a burst bathroom pipe and the amount of compensation offered.
- Our complaints handling.

Determination (decision)

The Ombudsman found that we offered the resident reasonable redress that satisfactorily resolved their complaint about its response to their report of flooding in the property following a burst bathroom pipe and the amount of compensation offered.

The Housing Ombudsman found that there was service failure in our complaints handling.

The Ombudsman stated that we had completed works to the property therefore bringing the resident to the position they would have been in had the leak not occurred. There were delays in completing the repairs and poor workmanship which exacerbated the inconvenience caused to the resident and their time and trouble in pursuing her complaint. However the Ombudsman found that our offer of compensation with its payment for new carpets constitutes redress which satisfactorily resolved the resident's complaint.

There were failings in our complaint handling insofar as:

We sought to resolve the complaint informally initially but did not confirm its understanding of the complaints being raised at the time nor explicitly make clear the approach we were taking, including why we would not be sending formal complaint responses at that time.

When we registered a formal complaint, we did not take the necessary steps to confirm our understanding of the resident's complaint and therefore to provide clarity in its complaints handling.

The resident was inconvenienced by having to wait for the completion of the window works before we investigated their formal complaint.

When responding to the resident's formal complaint we did not consider the particular details of the conduct of staff and contractors that had been complained of, thereby missing the opportunity to resolve this aspect of the resident's complaint. With regards to the resident's complaint that post had been opened and that her tumble dryer had been broken by operatives, these issues were not considered at any stage which was another omission.

Orders

Pay the resident £100 in respect of the distress and inconvenience, and time and trouble they experienced as a result of the failures in our complaints handling.

Write to the resident to confirm whether it considered their reports of their post being opened and their tumble dryer being broken by operatives at the time. We should also make clear our current position on these matters.

We were ordered to arrange a pipe survey/assessment to be carried out as soon as possible (within the next four weeks) and to arrange repair/replacement works according to the outcome.

Recommendations

There were no recommendations

The full determination is attached as Appendix 5

4.12 Learning

All orders made by the Ombudsman have been complied with and evidence provided to the Ombudsman in line with their protocol

Recommendations have been actioned and following the investigations carried out by the Ombudsman we have taken the following actions to address the learning points.

- Implementation of a new Compensation Policy to ensure consistency when deciding on redress.
- All housing staff undertook the e-learning training provided by the Housing Ombudsman
- Our corporate complaint policy was updated in September 2022 to ensure compliance with the updated Complaint Handling Code. The

updated policy also ensures that the process for making a complaint is simpler by removing the service level stage.

- We have created a complaint feedback form to be sent to all residents when their complaint is closed, this gives us real time customer feedback on our complaint handling so we are continually working to improve the service we deliver.
- We have developed letter templates to ensure consistency across the housing service when complaints are responded to and to ensure continued compliance with the complaint handling code.
- An ongoing article is placed in our resident newsletter to highlight who the Housing Ombudsman are and how residents can contact them, and how they can assess our complaints process.

4.13 Future improvements

Following the recent approval of the updated corporate complaint policy we are developing an internal process for housing staff to ensure that the policy is fully implemented and complied with, and to ensure ongoing compliance with the complaint handling code

We are developing further training for complaint handlers to ensure consistency when responding to complaints and that they remain up to date with their requirements against the Complaint Handling Code

The implementation of our new housing management system will allow us to improve the ways we capture and report on complaints.

4. CONSULTATION

- 4.1. There is no requirement to consult, and residents will be made aware of our performance in relation to our complaints via our annual report and our residents' newsletters.

5. OPTIONS / ALTERNATIVES CONSIDERED

- 5.1. This report is for noting only

6. COMMENTS BY THE GROUP HEAD OF CORPORATE SUPPORT/SECTION 151 OFFICER

- 6.1. Nothing to report

7. RISK ASSESSMENT CONSIDERATIONS

- 7.1. This report is a review of previous cases and as such poses no future risks. Our continued review of previous and new complaints will continue to inform our risk assessments.

8. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER

- 8.1. This report asks committee to (a) note the contents of the determination report(b)note that the council has complied with the orders made by the Housing Ombudsman in their determinations and (c)note the improvements made to the service as a result of the determinations
- 8.2. The Housing Ombudsman Scheme is approved by the Secretary of State under section 51 of, and Schedule 2 to, the Housing Act 1996 as amended by the Localism Act 2011 and the Building Safety Act 2022 (the Act). The Scheme came into effect on 1 October 2022 and replaces the previous Scheme which was in operation from 1 September 2020. The determinations in this report were made between June 2021 and April 2022 before the new complaints handling code was in place.
- 8.3. The Act requires social landlords, such as Arun District Council, to be members of an approved scheme. The purpose of the Housing Ombudsman Scheme is to enable tenants and other individuals to have complaints about members investigated by a Housing Ombudsman.
- 8.4. The role of the Ombudsman is to resolve disputes involving members of the Scheme, including making awards of compensation or other remedies when appropriate, as well as to support effective landlord and tenant dispute resolution by others.

When investigating, the Ombudsman is concerned to establish whether the Council has been responsible for maladministration (which includes findings of service failure, maladministration and severe maladministration). This may include, but not exclusively, circumstances where the Council:

- a. failed to comply with any relevant legal obligations;
- b. failed to comply with any relevant codes of practice;
- c. failed to apply its own policies and/or procedures;
- d. delayed unreasonably in dealing with the matter
- e. behaved unfairly, unreasonably or incompetently;
- f. treated the complainant personally in a heavy-handed, unsympathetic or inappropriate manner

9. HUMAN RESOURCES IMPACT

- 9.1. No human resources impact identified

10. HEALTH & SAFETY IMPACT

- 10.1. No health and safety impact identified

11. PROPERTY & ESTATES IMPACT

11.1. No property & estates impact

12. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE

12.1. There are no specific EIA or social value implications

13. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE

13.1. There are no specific climate change implications

14. CRIME AND DISORDER REDUCTION IMPACT

14.1. There are no specific crime and disorder implications

15. HUMAN RIGHTS IMPACT

15.1. There are no specific Human Rights implications

16. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS

17.1. There are no specific FOI or Data Protection implications

CONTACT OFFICER:

Name: Moh Hussein

Job Title: Interim Head of Housing

Contact Number: 01903 737

BACKGROUND DOCUMENTS:

Appendix 1 Determination 202010488

Appendix 2 Determination 202009397

Appendix 3 Determination 202012616

Appendix 4 Determination 202001255

Appendix 5 Determination 201805246

REPORT

COMPLAINT 202010488

Arun District Council

28 June 2021

Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice, or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

The complaint

1. This complaint is about the landlord's response to the resident's concerns about the repair of a bedroom ceiling that contained asbestos.

Background and summary of events

2. The resident has a secure tenancy with the landlord.
3. The resident has referred to a previously complaint to this Service in 2019 about the landlord's handling of an asbestos-related repair to a bedroom ceiling. This present complaint is about a different bedroom.

Policies, procedures, and agreements

Tenancy agreement:

4. This sets out the landlord's general responsibility for repairing the structure and exterior of the property and maintaining the installations in the property for the supply of water, gas, and electricity and for sanitation.

Tenants Handbook:

5. This sets out the different repair categories and timeframes for response:
 - a. Emergency repairs – to be carried out within 4 hours or made safe and full repairs carried out at a later date.
 - b. Next Day – within 24 hours. Including repairs to make your home safe.
 - c. Urgent repairs – within 5 working days.
 - d. Routine repairs – within 20 days.
6. An 'Emergency Repair' is 'where there is a risk of personal injury or severe damage to property'.

Asbestos Safety Policy April 2020:

7. This states that, where the landlord identifies asbestos containing materials that pose a significant risk to health because they are seriously damaged, it will either remove or, where appropriate, encapsulate the material.
8. It also states that it will manage asbestos containing materials remaining in-situ so that the risk to health of employees, contractors, residents, and others is reduced to its lowest reasonably practicable level.

Summary of events

9. The resident has said that sometime in early August 2020 his wife moved some boxes from on top of a wardrobe and noticed that the artex coating on the ceiling was damaged. He knew from a previous asbestos survey done in 2018 on one of the other bedrooms, that there was asbestos present in the artex coating. As the landlord was due to carry out an inspection on 3 August 2020 the resident said he did not report the ceiling damage to the landlord when he discovered it. Instead he waited until the inspection so that he could report this repair 'face to face' due to his previous problems with the landlord.
10. On 3 August 2020 the landlord carried out an inspection of the property to check the completion of previous unrelated repairs (e.g. the balcony, shed and bathroom leak) and during this inspection the resident said that he highlighted the damaged artex on the ceiling, which he said was 'crumbling'.
11. The landlord's records show that after this inspection the Repairs Manager requested that its repairs system be updated to show *'2 minor defects in artex ceiling referred to xxxx for repair'*. A follow-up email on the same day stated: *'see attached pictures of 2 minor damaged areas in the ceiling of*

the 2nd bedroom [the resident] has asked for these to be encapsulated or patch repaired but would prefer to avoid for a whole ceiling replacement as he doesn't want the disruption. Can I leave this with you to progress?'

12. The resident contacted the landlord again on 7 September 2020 as he had not heard anything further from the landlord about the ceiling repair. He raised a formal complaint at this time about the lack of action taken by the landlord in response to his report about the crumbling artex on the ceiling.
13. The landlord acknowledged the complaint the same day and said it would respond by 23 September 2020. Its records show that an 'urgent repair request' was logged on its repairs system to 'remove the artex ceiling in bedroom 2 (assume asbestos) and replaster ceiling and emulsion'. The records also show that the landlord liaised with the contractor the same day to ensure that the repair was progressed.
14. The resident has said that the contractor contacted him on 7 September 2020 and told him that the repair could be booked in for the next day. The resident agreed to this and arranged for someone to be at the property that day.
15. The resident has said that on 8 September 2020 the landlord's contractor told him that it could not continue with the repair unless and until the resident had signed a disclaimer against damage to his belongings as the contractor needed to clear the room of the belongings. The resident was unwilling to sign the disclaimer.
16. The landlord's internal correspondence with the contractor shows that the contractor attended on 8 September 2020 as agreed. The contractor said that the bedroom was full of items, and the resident did not want to move them and would not sign a disclaimer for them to be removed. It was left with the resident that the landlord had been informed and that another date needed to be booked in for the ceiling repair. The landlord has said that the resident then decided he would clear the room himself, so the disclaimer was no longer needed.
17. The landlord and resident have said that the ceiling repair took place over 14 September to 16 September 2020.
18. With regards to the complaint, on 23 September 2020 the landlord notified the resident that there would be a delay in its investigation of the complaint due to staff absence. It said it would respond by 1 October 2020.
19. The landlord issued its Stage 1 complaint response on 30 September 2020:
 - a. It said that during the inspection on 3 August 2020, its Repairs Manager had identified 'a split/crack in the artex ceiling' in the bedroom. He was of the view that the damage was slight and there was no visible evidence suggesting risk of collapse. As such, he assessed this as a low risk and considered it to be a

routine repair, which was 20 working days. The landlord included the photos of the damage taken at the time of the inspection with its letter.

- b. The landlord said that had this repair been raised the following day (4 August 2020), it would have been completed by 1 September. However it was not raised until 7 September, following a chase up email from the resident. Due to the delay in actioning the repair, the landlord progressed the repair on an urgent basis, and the repair was completed a week later.
- c. It apologised for the delay in allocating the repair to a contractor. It accepted that this was 'clearly outside of our usual service standards' and said that this was partly due to dealing with the backlog that was created during lockdown.
- d. In conclusion, it upheld the complaint about the delay in ordering the repair and it apologised for this. It said that it acknowledged the resident's request for compensation for putting his family at risk. However, whilst it accepted there had been a service failure, it did not consider that the resident's family had been put at any risk by the delay in the repair being passed to a contractor. It was satisfied with the confirmation from the Repairs Manager and the contractor that there was no risk from asbestos.

20. The resident was unhappy with this response and asked for his complaint to be escalated on 1 October 2020:

- a. The resident referred back to his previous complaint with this Service in 2019 and said that the landlord had not learnt from its previous errors.
- b. He was of the view that the delay had left his family with 'prolonged exposure' to asbestos and he disputed the landlord's opinion that this repair was routine.
- c. He said that the artex had been disturbed and was releasing asbestos fibres into a child's bedroom and despite the landlord being aware of asbestos in the property (from an earlier survey) it did not deem this to be a high priority.
- d. The resident reiterated his request for compensation for the landlord's failures and for his family being exposed to a 'serious health risk'.

21. The resident also sent the landlord more photos of the ceiling and said that he felt the risk should have been classified as 'High Risk'.

22. The landlord acknowledged the escalation request on 5 October 2020.

23. The landlord issued its Stage 2 complaint response on 10 November 2020:

- a. It explained the background of events from the 3 August 2020 inspection, and it reiterated its error in not raising a works order until the chaser email from the resident on 7 September 2020.
- b. It relied upon the previous report in September 2018 which found asbestos in bedroom 4 and it dealt with this present repair on the basis that there was asbestos in bedroom 2 as well. It said it dealt with the repairs on an urgent basis once its error had been noted on 7 September 2020.
- c. It explained that it had acted upon the Ombudsman's orders in the previous 2019 complaint and its Asbestos Safety Policy and Asbestos Safety Management Plan were adopted on 9 March 2020. It maintained that after the error had been noted, it dealt with the repair in accordance with its policies.
- d. It explained its position regarding the disclaimer and why it was necessary and it acknowledged that the disclaimer was no longer needed as the resident had decided to clear the room himself.
- e. It dealt with the repair on the basis that the artex contained asbestos and it took all required precautions and instructed a licensed asbestos contractor. It was of the opinion that the fibres were not being released, and the damaged area was not crumbling, and had a split in it. It said that if the Repairs Manager had felt there was any risk of fibre release, he would have taken action that day and arranged for an emergency repair.
- f. In conclusion, it accepted that there was an initial delay in dealing with the repair, which it apologised for. It said that the disrepair was first raised on 3 August 2020 by the Repairs Manager but due to an 'oversight' it was not raised with the contractor until 7 September 2020. It did not obtain an asbestos survey as one had been carried out on another bedroom in 2018, and it proceeded on the basis that the artex in all the bedrooms contained asbestos and it dealt with the repair accordingly.
- g. The landlord accepted that the delay had caused some inconvenience to the resident, for which it had apologised, but there was no health and safety risk to the resident or his family.

24. On 11 November 2020 the resident escalated the complaint to the landlord's Designated Person for a final review.

25. On 1 December 2020 the landlord's Designated Person issued a final complaint response. It reiterated the landlord's position that the resident's family was not at any risk and that the landlord had not breached any policies in its handling of the ceiling repair. It also reiterated its apology for the failure to log the repair and it accepts that this delayed the repair by about four weeks. It confirmed that this was the end of its complaints process.

26. On 15 December 2020 the resident contacted this Service to pursue his complaint. He said that he wanted it on record that the landlord had failed

again in following its asbestos policy and risk assessment and had put his family at serious risk again. He also requested compensation for this and also for the adverse effects and stress and worry this had caused his family again.

Assessment and findings

The landlord's handling of the ceiling repair

27. The Ombudsman's role is to consider whether the landlord's handling of the ceiling repair was in accordance with its policies, procedures, and any agreements it had with the resident, and whether it acted reasonably, taking into account what is fair in all the circumstances of the case.
28. The key aspect of this complaint is the resident's concerns about what he believes to be the landlord's mis-management of the asbestos risk at his property. He feels that the landlord's delayed response has meant that he and his family had been left exposed to a serious health risk. The outcome the resident is seeking is compensation to reflect the seriousness of the landlord's failure to follow its policies and the resulting distress caused to him and his family.
29. The resident's concerns and anxiety about the finding of asbestos materials within his home are duly noted. However, the Ombudsman's role is not to investigate the level of asbestos in the home or the risks involved, but rather, it is to provide an independent review of the landlord's actions in its response to the resident's concerns. It can be seen from the resident's correspondence that he believes that the presence of asbestos in the property poses a significant health risk, which, in his view, the landlord has failed to adequately address.
30. The Ombudsman understands that the presence of asbestos containing materials in a home does not, in itself, automatically constitute disrepair or place any repair obligation on the landlord. However, if the material is damaged and there is the risk of asbestos particles/fibres being released, then the landlord should act to repair the damage in line with its asbestos management policy.
31. Looking at the landlord's handling of this matter, it accepts that it was aware on the 3 August 2020 that the artex in the bedroom ceiling had split/cracked and that a specialist asbestos repair was necessary. It was aware from a previous asbestos survey carried out in September 2018, that the aertex coating on the bedroom ceilings contained asbestos. The subsequent report at that time confirmed that the artex had a risk score as 'very low' and it was recommended that it only be removed if refurbishment works were ever carried out.
32. In light of the previous asbestos survey from September 2018, the landlord concluded that it was not necessary to carry out another survey in this bedroom as the artex was the same as in the other bedroom. It rightly

proceeded on the basis that the artex in this ceiling also had asbestos, but it was satisfied that it was a low risk repair.

33. At this point what should have happened is that the repair should have been logged on its repair system and allocated to a contractor. However, the landlord accepts that this did not happen. An email was sent by the Repairs Manager to log the repair but this appears not to have been actioned. The records show that it was not until the resident's email of 7 September 2020 that the repair was then allocated to a contractor – almost five weeks after the repair had been noted.
34. The landlord has said that if the matter had proceeded correctly, the repair ought to have been completed by the latest, within 20 working days (as it was deemed to be a routine repair) which would have been by the end of August 2020. Instead the repair was not completed until 16 September 2020, some six weeks after it had been raised. The landlord has rightly acknowledged that this is a service failure and it has apologised for this. The available evidence suggests that this was a human error and an oversight in updating its repair system.
35. The resident believes that he and his family were left at risk of exposure to asbestos during these six weeks. The resident's concerns are duly noted, but there is no evidence to show that there was such a risk. As mentioned above, the presence of asbestos containing materials in the home does not automatically mean exposure to asbestos or any risk to health. It is only if the material has been significantly disturbed, such that would allow asbestos particles to be released, that gives rise to any potential health risk. It is noted that the resident has said that the damage was significant and he believes there was a risk of particle release, but the evidence available to the Ombudsman does not substantiate this. The evidence provided by the landlord in terms of the photos of the ceiling damage and the Repair Manager's expert opinion does not suggest there was any serious risk.
36. In any event, once the error had been noted following the resident's email of 7 September 2020, the landlord acted swiftly and appropriately by arranging the repair. It then proceeded with the repair on an urgent basis. It is noted that an asbestos survey was not carried out on this bedroom ceiling, but this was reasonable given that the landlord was aware that the ceiling in another bedroom had been previously surveyed and it proceeded on the basis that this bedroom had the same artex coating and so should be treated as having asbestos. This was appropriate because a previous survey had already confirmed the presence of asbestos in another bedroom, and the risk was deemed to be similar. The landlord's actions at this point were reasonable and ensured that the repair was not unnecessarily delayed any further. There is nothing to suggest that the actual repair was unsatisfactory in any way.
37. The resident has raised concerns that the landlord has not learnt lessons from his previous complaint and has not taken steps to improve its service. The Ombudsman's Dispute Resolution Principles set out our general

expectations, which are be fair, put things right, and learn from outcomes. Given the previous similar complaint about the handling of asbestos repairs and the involvement of the Ombudsman, we would expect the landlord to learn from this so as to avoid future similar complaints. In this instance, the Ombudsman is satisfied that the landlord has acted appropriately by taking on board the Ombudsman's earlier findings about its policies and processes and it has taken steps to review and reassess its policies and procedures and make improvements to its service.

38. However, on this occasion, there was still a service failure in not logging the works order correctly. The landlord has not provided any specific evidence to explain why the repair was not logged correctly on 3 August 2020, and nor has it adequately explained why the repair was not followed up until a further email was received from the resident more than four weeks later. The landlord's failure in this regard is not disputed and the landlord has rightly apologised for its failure.
39. Whilst the landlord has apologised for the delay with the repair, it has not evidenced that it considered whether compensation was warranted for this service failure. The landlord has not provided this Service with its compensation policy. The repairs policy it has provided makes no provision for compensation for delays in completing a repair. However, the Ombudsman has discretion to determine the most appropriate remedy given the circumstances of the complaint. The Ombudsman has considered the landlord's failure to log the repair and respond to it in line with its timeframes quoted in its repairs policy. It considers that the delay, of almost five weeks, was avoidable, and the landlord's apology for this delay, in itself, is not reasonable redress for this failure.
40. In assessing an appropriate level of compensation, the Ombudsman takes account of a range of factors including any distress and inconvenience caused by the issues, the amount of time and effort expended on pursuing the matter with the landlord, and the level of detriment caused by the landlord's actions. It also considers whether any redress is proportionate to the severity of the service failure by the landlord and the impact on the resident. In this case there was a failure to act appropriately and in line with the repairs policy, especially given the similar previous complaint raised by the resident.
41. The resident has questioned the conclusion reached by the inspecting Repairs Manager that the damage to the artex was 'slight' and that, in his opinion, there was no risk of it worsening and as such, the repair was not deemed to be urgent and could be dealt with as a routine repair. The resident has said that, in his opinion, the damage was more than slight and there was no justification for not dealing with the repair on an urgent basis, and the delay in carrying out the repair left his family unnecessarily exposed to health risks.
42. The resident's dissatisfaction with the landlord's findings was appropriately acknowledged during the complaint investigation. The Ombudsman duly notes the resident's feelings on the matter, but looking at the facts and the

available evidence, there is nothing to suggest that the landlord's position was unreasonable in the circumstances. Whilst the resident has raised concerns about the potential risks of asbestos within the property, the Ombudsman has seen no evidence to show that the resident and his family were left exposed to a higher level of health risk due to the landlord's failure to log the repair.

43. It should also be noted here that the Ombudsman cannot make any formal determination on the possible health consequences of being exposed to asbestos containing materials. If the resident believes that he and his family's health has been adversely affected by the asbestos he would need to seek his own legal advice in this regard in relation to any possible negligence and/or personal injury claim against the landlord.

Determination (decision)

44. In accordance with paragraph 54 of the Housing Ombudsman Scheme there was service failure by the landlord in respect of its response to the resident's concerns about asbestos at his property and the subsequent handling of the repairs.

Reasons

45. The landlord is not obligated or required to completely eradicate all the asbestos containing materials within the resident's home. The presence of asbestos in itself does not automatically constitute disrepair. However, if the material is damaged or deteriorating, and there is the risk of asbestos fibres being released, then the landlord should act to prevent a disrepair arising. In this case the evidence shows that there was service failure in the landlord's initial handling of the repair in that it failed to appoint a contractor within a reasonable time. It has accepted responsibility for this failure and has apologised for this. Thereafter, its handling of the repair was reasonable and in line with its policies and procedures. However, its acknowledgement of its error and accompanying apologies is insufficient redress and it failed to consider appropriate compensation for its initial service failure.

Orders and recommendations

46. The landlord should, within four weeks of the date of this report:
- a. Pay the resident £100 compensation for any distress and inconvenience caused by the initial service failure identified in its handling of the ceiling repair.
47. Evidence of the payment of compensation to be provided to this Service within four weeks.

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REPORT

COMPLAINT 202001255

Arun District Council

10 August 2021

Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

The complaint

1. The complaint is about the landlord's handling of the resident's:
 - a. Reports of leaks to his garage roof and shed downpipe.
 - b. Reports of overflowing gutters, and the wrong repair to his balcony.
 - c. Subsequent complaint handling.

Background and summary of events

2. The tenant's handbook explains that the landlord is obligated to repair the structure and exterior of the property including drains, gutters, and external pipes. The resident is responsible for clearing blocked sinks, gullies, wash hand basins, and bath outlets. There is no specific mention of a shed in the resident's tenancy agreement with the landlord, nor is it detailed on the mutual exchange property acceptance order as being the resident's

responsibility. The shed appears to be part of the structure of the property, and therefore any leaks to this would be the landlord's responsibility to repair. The landlord accepted responsibility for the shed repairs.

3. On 10 May 2019, the landlord raised a repair for a downpipe by the resident's porch (based on the resident's correspondence to this Service, this actually relates to the resident's shed). A follow-on repair was raised on 16 May 2019 to attempt to clear the blockage to the guttering. Both were marked on the landlord's repair records as completed on 29 May 2019.
4. The landlord raised a repair on 8 October 2019 for a leak to the shed downpipe. Another follow-on repair was raised on 24 October 2019 for the drain.
5. On 2 November 2019, the resident reported to the landlord that there was a leak coming through the garage ceiling. On 5 November 2019, the landlord attended to complete a repair to the downpipe. The landlord raised an inspection for the garage leak on 13 November 2019, noting that this was possibly coming from the balcony walkway above. On 29 November 2019, it was reported back that the garage roof had been treated with a water sealant, but this was peeling away, and needed drying out, reapplying, the flashing repointed, and a water sealant applied to both walls.
6. The inspection for the garage leak was marked as complete on 2 December 2019.
7. The resident asked the landlord for an update on 17 December 2019 and expressed dissatisfaction that it had not yet repaired the shed roof and leaking garage, nor updated him.
8. The landlord's contractor informed the landlord on 19 December 2019 that the resident asked to rearrange an appointment for 24 December 2019, and so this was rebooked for 10 February 2020.
9. On 3 February 2020, following the landlord confirming the new appointment date, the resident advised that he had only been given a day's notice for the appointment on 24 December 2020. He also said that he had asked a manager to contact him after the allotted 20-day time scale to complete the repairs expired, before 24 December 2019.
10. In the resident's complaint to the landlord, dated 10 February 2020, the resident expressed dissatisfaction with the repairs delay; that the landlord cancelled an appointment for 10 February 2020 due to rain; and that he did not receive a response to his email of 17 December 2019. The resident asked for compensation for damaged items stored in the shed, and for the day he took off work.
11. The landlord replied on 18 February 2020. It said that it had passed the resident's complaint to a manager. It also advised that its roofing

contractor attempted to call the resident on several occasions in the past week, but there had been no response. The landlord advised that it had booked a provisional appointment for 20 February 2020. The resident asked for all repairs to be confirmed in writing or email, as he had had problems with appointments not being kept or changed without letting him know. He added that he could not always answer the phone while working, and a previous manager had confirmed he could communicate via email.

12. On 20 or 21 February 2020 (this is not entirely clear from the information provided to this Service) the landlord carried out works to the balcony walkway/garage roof area.
13. On 20 February 2020, the resident chased a complaint response or acknowledgment, and asked to escalate his complaint. On 21 February 2020 he said that he had cleared the shed and noticed that it was leaking from several places, and some parts felt saturated. Also, he reported that the guttering was regularly overflowing.
14. The repair to the shed downpipe was marked as complete on 24 February 2020.
15. Between 24 and 26 February 2020 the resident reported that the drain under his kitchen window was blocked, and therefore flooding his porch. This was exacerbated by the gutters overflowing directly above the drain. The resident also reported that the water sealant the landlord applied to his balcony walkway was still wet, and he believed that the product used was not designed to be walked on.
16. On 26 February 2020, the resident expressed his dissatisfaction with the repair delays and lack of response to his complaint. On 27 February 2020, the landlord raised a repair to carry out a camera survey of pipes. The was completed on 28 February 2020, according to the landlord's repair records.
17. The resident pursued an update on 5 March 2020 regarding the outstanding shed repair. On 9 March 2020, the landlord raised a repair to the drainage, and, on 10 March 2020, it noted that its contractor attended and recommended that a roofer complete the shed roof repair.
18. On 10 March 2020 the resident pursued an update regarding the repairs, highlighting that he was unable to use the balcony. The landlord responded that it had been unable to contact the resident on 26 February 2020 to give an update. It confirmed that the product used on the balcony may not have been suitable for the area, and so it was arranging to visit again. In the meantime, it said that it would be in touch to carry out the works to the drain and 'flat roof'.
19. On 12 March 2020, the landlord's contractor wrote to the resident to confirm that it would attend on 16 March 2020, weather permitting, to carry out repairs to the drains and guttering. This repair was successfully

completed. The landlord approved a quote on 17 March 2020 to replace the existing shed felt roof.

20. In an update to the resident, on 18 March 2020, the landlord explained that its contractor proposed to fit tiles to the balcony walkway, to resolve the problem with the wrong water sealant being used.
21. From 16 March 2020 people across the UK were advised to work from home and avoid contact with others, with 'lockdown regulations' coming into effect on 26 March 2020. Guidance for landlords, tenants and local authorities was published on 28 March 2020, recommending that "access to a property is only proposed for serious and urgent issues" and acknowledging that "current restrictions may prevent routine and obligatory inspections. While resources are stretched, we are recommending a pragmatic approach to enforcement from local authorities. Landlords should also know they should not be unfairly penalised where COVID-19 restrictions prevent them from meeting some routine obligations".
22. On 15 April 2020 the landlord wrote to the resident to confirm that a quotation to re-felt the shed at the property had been approved and its contractor would soon arrange an appointment. It advised him that this, however, may not take place until after the coronavirus restrictions were eased.
23. In a letter to the resident, dated 16 April 2020, the landlord apologised for the delay in completing repairs, which it said was due to prolonged periods of heavy rainfall affecting completion. It confirmed that a repair was cancelled at short notice on 10 February 2020, due to adverse weather conditions; however, the repair to the roof and balcony was completed on 21 February 2020. The landlord acknowledged that the wrong product was used on the balcony and said it would rectify the error when the coronavirus restrictions were lifted. Finally, the landlord said that it could not compensate the resident for the cancelled appointment, as it notified him as soon as it was aware that works were unable to take place, and any claim for damaged belongings was a matter for the resident to claim via his contents insurance. In sending documents to this Service, the landlord has advised that this letter should be treated as its response at stage one of its complaints procedure. However, this was not made clear in the letter to the resident.
24. The resident explained that he was unhappy with the landlord's letter on 20 April 2020, because the repair request for the leaking garage ceiling was made in November 2019 and the landlord did not take action until 21 February 2020, before the implementation of the coronavirus restrictions. He also said that the issues with the roof and downpipe had been reported on multiple occasions, but the landlord did not complete a lasting repair. Therefore, the resident asked to be compensated for damage to his items in the shed. Finally, the resident expressed his dissatisfaction that the landlord had not responded to his complaint.

25. On 24 April 2020, the landlord replied that the delay in completing the roof repairs was due to long periods of wet weather causing a backlog of similar repairs. It confirmed that, when the leaking downpipe was reported in April 2019, the cause of the leak was identified as a blocked downpipe, which was cleared. When this re-occurred in October 2019, it carried out further investigations and a new defect was identified, requiring works to the roof. The landlord explained that on each occasion the downpipe was cleared. It confirmed that the roofing work to the shed was identified in October 2019, and damages to the resident's belongings were a matter for his contents insurers. The landlord said that the manager responsible for investigating the complaint attempted to call the resident on 11, 12 and 14 February 2020, and then sent an email on 18 February 2020, after which the manager was in regular contact with the resident.
26. On 10 May 2020, the resident asked for an update and the landlord advised that it was only completing emergency repairs, due to the coronavirus restrictions, and would be in contact regarding the shed and balcony repairs when restrictions had eased. The resident asked for a timescale for the repairs on 15 May 2020, noting that the government was easing work restrictions and had issued guidance. He also noted that the repairs required were to the external of the building and so contractors would not need to encounter his family or belongings.
27. On 18 May 2020, the Housing Minister wrote to all social housing residents via representative bodies to confirm that 'landlords should be able to carry out routine as well as essential repairs for most households. There will be a backlog of repairs that they will need to address, so it may take longer than normal to carry out more non-essential work.'
28. The resident asked for an update on 27 May 2020, and, in reply, the landlord confirmed that it was in the process of remobilizing its repairs service and would write to residents in the coming week to communicate its plans. It confirmed that the repair was a priority, and it was in communication with its contractor about how to complete the repairs moving forward.
29. Further guidance was published for landlords, tenants and local authorities on 1 June 2020, confirming that landlords could 'now take steps to address wider issues of repairs and safety inspections, provided these are undertaken in line with public health advice' and 'where workforce is available and resources allow, landlords or contractors are now able to visit most properties to carry out both routine and essential inspections and repairs, as well as any planned internal works'. It was acknowledged that 'some landlords will have a backlog of repairs that they will need to address, so it may take longer than normal to carry out more non-essential work.'
30. On 5 June 2020, the landlord advised the resident that it would like to start making arrangements with the resident to progress his outstanding repairs, now that its contractor was remobilizing.

31. On 17 June 2020, this Service asked the landlord to confirm what stage the resident's complaint was at and to provide a complaints response.
32. The landlord advised the resident on 23 June 2020 that its contractor had unsuccessfully called the resident on numerous occasions to book the repairs. After further discussion with the resident, the landlord sent the resident's email address to the contractor.
33. According to the landlord's repair records, on 26 June 2020 it renewed the balcony deck covering. The landlord was also due to carry out works to the resident's shed roof on 30 June 2020, but this was rearranged due to rain and completed on 1 July 2020.
34. On 30 June 2020, the resident asked to make a stage two complaint, expressing his dissatisfaction with the difficulty he experienced in trying to progress his complaint. He remained unhappy with the delays in the landlord fixing the leaks in his garage and shed, which had also been reported in April and May 2019; that he was unable to use his balcony due to the contractor's error; with the cancelled appointments due to rain; and poor communication. The resident asked for compensation for the time taken and distress he experienced in pursuing the repairs, for the belongings damaged by the shed leak, and for the replacement of the underlay and carpet in the lounge. He asked for the latter, because this was stained by the substance used on the balcony being walked into the house and carpet when people came in from the balcony.
35. The landlord updated the resident on 30 June 2020 and said that it would start a formal complaints investigation, complete this within 20 working days, and the Chief Executive or a Director would review and sign off the response within an additional 5 working days. It gave the 3 August 2020 as its response date.
36. On 9 July 2020, the resident asked for an update on the repair to unblock the guttering above his balcony and the landlord confirmed this would be done promptly. On 10 July 2020, the landlord confirmed it instructed its contractor to proceed with the gutter cleaning works and to also confirm that the issues with the downpipe were fully resolved. On 10 July 2020, as per the landlord's complaint records, the landlord cleared the downpipe/stack pipe and, on 23 July 2019, it completed gutter clearance/cleaning at the property.
37. Between 27 and 29 July 2020 the landlord and resident liaised regarding a visit for the landlord to post inspect the works. The landlord completed the inspection on 3 August 2020 and confirmed internally that the balcony repair and shed roof repair had been completed to the resident's satisfaction. However, the resident reported that his carpet was damaged by the landlord's contractor using the wrong product on the balcony walkway, and a further complaint response was required regarding the shed roof repair.

38. On 4 August 2020 the resident expressed his dissatisfaction with the landlord's handling of his complaint, specifically that it did not meet its targets without him having to remind it. The landlord apologised on 5 August 2020 and confirmed that it would respond by the next day.
39. In the landlord's stage two complaint response, dated 6 August 2020, it said that, following the report of repair, it informed the resident that there was a backlog. Initial attempts to carry out the repairs were re-scheduled due to the resident being given short notice, or the inclement weather. The landlord acknowledged that the resident needed to take time off work for the repairs, which then did not happen, and communication with him "was not great". The landlord explained that the weather was an important factor in external repairs. Nonetheless, the time taken to complete the repairs was excessive, and the works being carried out incorrectly on 21 February 2020 contributed to this. The landlord confirmed that the contractor used the incorrect product on 21 February 2020, and then it was unable to schedule a time or date to correct the problem until June or July 2020 due to the coronavirus restrictions. Moving forward, the landlord said that it no longer used the contractor involved and offered £400 compensation because of the damage to the resident's carpet.
40. The landlord confirmed that the issue with the shed roof (debris getting into the downpipe) was resolved in June 2020, following an inspection on 26 February 2020. It took some time to mobilise contractors for this, when restrictions began to be lifted, due to issues with supply chains, furloughed staff, and a backlog of work that had built up in the intervening period.
41. Regarding communication, the landlord said that it called the resident on 11, 12 and 14 February 2020, emailed him on 14 and 18 February, and its contractor also attempted to contact him on three occasions. The landlord said that emails from the resident at this time did not express any dissatisfaction with communication, and, while it was not ideal if calls were made during the normal working day, there were also times where calls could be made or returned. In conclusion, the landlord believed its attempts to contact the resident were reasonable.
42. Finally, the landlord acknowledged that, at the time of the resident submitting the complaint, it should have been made clear to him that it was to be dealt with as a service level complaint. It also said that it had changed its processes to ensure all complaints were acknowledged, and it was made clear what classification the complaint had been registered as. While it took over two months to formally respond to the complaint, the landlord highlighted that it was in contact with the resident during this time.
43. The resident had a previous case, reference 201901675 in which the Ombudsman determined that the landlord failed to handle the resident's complaint within its timescales, and service failure in respect of its complaint handling, was found. The Ombudsman made orders, requesting the landlord to take steps to ensure that formal

complaints were responded to in line with the complaints procedure. This included it making changes to its processes or carrying out staff training.

Assessment and findings

Policies and Procedures

44. The landlord categorises repairs under the following:

- a) Emergency: to be carried out within four hours or made safe and full repairs carried out at a later date.
- b) Next day: to be carried out within 24 hours.
- c) Urgent repairs: to be carried out within 5 working days
- d) Routine repairs: to be carried out within 20 days.
- e) General: to be commenced and completed within a specified time

45. The tenant's handbook states that the landlord will give residents reasonable notice of proposed visits, usually at least 24 hours.

46. The tenant's handbook also sets out that the landlord does not insure resident's possessions or decorations, nor is liable for any damage to the resident's property. It advises residents to have adequate insurance for the contents of their home, to enable them to replace lost or damaged possessions and, if necessary, redecorate their home.

47. Finally, the tenant's handbook advises that, it aims to respond to emails within ten working days or advise residents within five working days of the timescale for a full reply.

48. The landlord's website details its complaints policy. This says that, at stage one, it will acknowledge complaints within five working days, telling the resident the name of the officer who will be dealing with their complaint. The person investigating a stage one response will send the resident either a full answer or a progress report in writing within ten working days.

49. If the resident escalates their complaint to 'stage two', it will then be formally investigated by an officer from a different service area. Where possible, this investigation will be completed within 20 working days. If this is not possible, the resident will be sent a progress report indicating the timescales for completion of their investigation. When completed, the stage two response will be passed to either the Chief Executive or a Director who will then review and sign off the response, for this to then be sent to the resident, within an additional five working days.

Garage roof leak and shed downpipe

- 50.** In total, it took three months for the landlord to complete the repair to the garage roof/balcony walkway, and nearly four months to fix the downpipe. In the interim, an inspection was completed on or around 2 December 2019, and the landlord arranged appointments for 24 December 2019 and 10 February 2020, with the repair eventually being completed on 20 February 2020. The first two appointments could not be completed due to the resident not being given enough notice, and then due to rain preventing the works from being carried out.
- 51.** It is reasonable and usually necessary for a landlord to need to inspect works to understand what repairs are required, and the evidence demonstrates that the landlord did attempt to complete the works earlier than the date they were completed. While it was understandably frustrating for the resident to have booked time off work for a repair to be cancelled last-minute, due to rain, the landlord has explained that the work was dependent on the weather, and this was outside of its control. In line with the tenancy handbook, the landlord should, where possible, give 24-hours' notice for a repair. However, it was not a failing for the landlord to try to arrange an appointment with short notice on 24 December 2019, as, in some instances, short notice is unavoidable due to cancellations on other jobs or similar reasons. Short notice allows a landlord to try to make use of its resources, which might otherwise be wasted.
- 52.** The landlord did not reply to the resident's email, regarding the delays, on 17 December 2019. The landlord's complaint response acknowledges at times that its communication with the resident was "not great", but does not adequately address this or provide compensation for the resident pursuing a response or updates. The earliest appointment the landlord could provide, following 24 December 2019, was 10 February 2020. In the landlord's response, it said that it informed the resident at the time of his report that there was a backlog of repairs, due to wet weather. However, no evidence supporting the landlord's explanation has been provided, nor is there evidence of the landlord explaining the delays or managing the resident's expectations. These shortcomings, taken together, indicate service failure in landlord's handling of this issue, specifically in its communication with the resident.

Balcony repair and overflowing gutters

- 53.** When the landlord carried out works on 20 February 2020, the wrong water sealant was used on the resident's balcony, making it unusable. Unfortunately, shortly after the landlord explained its proposal to fix the issue and sought a quote for repairs to the shed roof, the government implemented coronavirus restrictions. These had an impact on the landlord's repairs service, preventing it from completing repairs within its set timescales. The landlord explained that the coronavirus restrictions affected its ability to respond to the resident's report of 21 February 2020 about the guttering overflowing. This was repaired on 23 July 2020.
- 54.** Due to the government's coronavirus guidance, and the subsequent backlog of repairs once restrictions were eased, it was

understandable, in the circumstances, for the landlord to delay repairs following 16 March 2020. The evidence demonstrates that the landlord updated the resident between April and June 2020, provided an explanation for the delays, and the repair to the balcony was completed on 26 June 2020. The shed roof repair was completed on 1 July 2020. This timeframe was reasonable, given the circumstances and the government's guidance at the time, but, if the original error with the sealant had not occurred, matters with the balcony, at least, would have been resolved before the lockdown started.

55. The resident requested compensation for the items damaged by the leak in his shed. The landlord referred the resident to his contents insurer, which was in line with its tenants handbook, and therefore reasonable. However, there was an acknowledged service failure by the landlord, in its contractor using the incorrect water sealant on the property's balcony. This, understandably, would have caused frustration and inconvenience for the resident, especially during the lockdown, and the resident reported that the substance used had created a stain on his carpets.

56. Where there are admitted failings by a landlord, the Ombudsman's role is to consider whether the redress offered by the landlord (in this case, an acknowledgment of its error, an apology, changing its contractors, and offering £400 compensation for the damage to the resident's carpet) resolved the resident's complaint satisfactorily in the circumstances. In considering this, the Ombudsman takes into account whether the landlord's offer of redress was in line with the Ombudsman's Dispute Resolution Principles: be fair, put things right and learn from outcomes.

57. The £400 compensation offered was in line with the Ombudsman's own remedies guidance. The apology recognized the distress and inconvenience that its mistake when sealing the balcony may have caused, and the compensation offered by the landlord provided financial reimbursement for the damage to the carpet. The landlord demonstrated that it learnt from outcomes by no longer using the contractor involved, and also post-inspected all of the works to ensure the repairs were resolved to the resident's satisfaction.

Complaints handling

58. By unreasonably delaying in providing a stage one response and not providing updates, the landlord did not adhere to its complaints procedure. This necessitated a high level of involvement from the resident, who requested an update on his complaint on several occasions. Furthermore, the landlord did not clearly advise the resident that its letter of 16 April 2020 was to be treated as a complaint response, or how he could escalate this if he remained unhappy. Again, as a result, the resident contacted the landlord on several occasions, and subsequently this Service, to seek updates on his complaint.

59. In its stage two complaint response the landlord recognised its failure to acknowledge the initial complaint, and said that it had changed its processes to ensure all complaints were acknowledged and it was made clear what stage the complaint had been registered at. While this was partial redress, the landlord does not appear to have considered the number of times the resident had to chase updates. If it had properly considered this, the landlord would have apologised, and considered compensation for the time and trouble incurred by the resident. The landlord did not do this, and, accordingly, it did not provide a reasonable response to the complaint.
60. After considering case reference 201901675, I agree that the handling of this complaint was not acceptable given that the Ombudsman previously made orders, requesting the landlord to take steps to ensure that formal complaints were responded to in line with the complaints procedure. This included it making changes to its processes or carrying out staff training.
61. While we review cases on their own merits, if service failure is found in a previous case regarding the same issue, the Ombudsman must take this into consideration. Whilst the orders within case 201901675 were noted as complied, I accept that the same failures have been repeated. As such I cannot conclude that lessons have been learnt. As a result, I feel that further compensation is due.

Determination (decision)

62. In accordance with paragraph 54 of the Housing Ombudsman Scheme, there was service failure in the landlord's handling of the resident's reports of leaks to his garage roof and shed downpipe.
63. In accordance with paragraph 55(b) of the Scheme, the landlord has provided reasonable redress for its handling of the reports of overflowing gutters, and the wrong repair being undertaken to his balcony.
64. In accordance with paragraph 54 of the Scheme, there was maladministration in the landlord's handling of the subsequent complaint.

Reasons

65. While some delays to the repairs were unavoidable, due to the coronavirus pandemic, there was an acknowledged failing in the wrong water sealant being used on the resident's balcony. The landlord has provided reasonable redress, in line with this Service's remedies guidance for this failing. However, the landlord failed to redress its poor complaints handling, and its poor communication when there were delays repairing the resident's garage roof and shed downpipe. Service failure has been found previously over the complaint handling and it appears that the resident did not comply with what was previously ordered by this Service.

Orders

66. In light of the findings of this investigation, the landlord is ordered to pay to the resident (within four weeks of the date of this report):
- a. £200 for its poor communication about delays repairing your garage roof and shed downpipe.
 - b. £250 for its handling of the subsequent complaint. This amount has been increased due to the landlord's continued failure to ensure it deals with its complaints in line with its complaint handling guidelines.
67. These payments are in addition to the £400 already offered for the damage to the resident's carpet.
68. The landlord is further ordered to ensure that formal complaints are responded to in line with the complaints procedure and the Ombudsman's Complaint handling Code. This may include additional staff training or changes to processes.
69. The landlord should provide details of the action it will be taking to both the complainant and the Ombudsman within 4 weeks of this letter.

REPORT

COMPLAINT 202009397

Arun District Council

12 November 2021

Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

The complaint

1. The complaint is about the landlord's response to:
 - a. [The resident's report in relation to her upstairs toilet.](#)
 - b. [The resident's request for compensation for reported damage to her rugs.](#)
 - c. The resident's report of a damp kitchen floor.

Background and summary of events

2. The resident occupied her home under a secure tenancy. She lived in a 3-bedroom mid-terrace house. The landlord had no vulnerabilities recorded for the resident. However, during the course of events covered by this investigation, the resident reported to the landlord that she suffered from depression and anxiety.

Legal and policy framework

3. Under section 11 of the Landlord and Tenant Act 1985, the landlord has a legal obligation to keep in repair the installations for sanitation, including the toilet. This was explicitly reflected in its repair policy and tenancy agreement.
4. The tenancy agreement stated that the landlord would be responsible for the safety of all electrical equipment it provided. The tenancy was also subject to the statutory 'Right to Repair' scheme. The response time under the scheme was three days for loss of electric power and one day for a blocked toilet or three days for a non-flushing toilet (if there was only one toilet in the property).
5. The repairs policy stated that an emergency repair included where there was a blocked toilet (if there was only one in the resident's home), a serious water leak or no power. The repairs policy also provided home maintenance advice, including for blocked toilets.
6. The landlord did not have a "live" complaints policy or any compensation policy at the time of this investigation. According to the landlord's website, the landlord's complaints procedure was a 2-stage process. Its complaints policy required the landlord to respond to a complaint within 10 working days at stage one and 25 working days at stage two.

Chronology

7. On 27 July 2019, the resident reported that her upstairs toilet had flooded. The contractor recommended there be a new cistern installed. It was not related given, according to the landlord, it was not the cause of the flooding. The resident reported a further blockage on 29 November 2019 and a contractor was instructed to deal with it.
8. On 24 February 2020 and 16 March 2020, the resident reported that she was unable to flush the toilet upstairs and it was blocked. She reported it was a persistent problem. She would use the downstairs toilet. A contractor attended to clear the blockage the same or following day. On 16 March 2020, it was asked to investigate if it was a persistent problem.
9. On 6 April 2020, according to the landlord's repair records, the resident reported that the toilet was blocked again despite a contractor having attended "the previous week". Work was completed the same day. On 17 June 2020, the landlord instructed the contractor to attend and provide any recommendations.
10. The evidence is not conclusive whether it was as a result of a further report, or as a result of a contractor's recommendation, but on 27 June 2020 the landlord instructed the contractor to overhaul the cistern which it did on 13 July 2020.

11. The resident made a further report of a blockage on 11 August 2020. Both parties noted that this was three times in as many months. According to the repair records and contractor's email of the same day, it was unblocked on the same day. The contractor recommended a descale. The toilet would have to be removed in order to undertake a descale.
12. The landlord arranged for a CCTV inspection on 8 October 2020 to inspect for blockages.
13. On 14 November 2020, following a report of a leak, the contractor checked the electrics. It attended again on 16 November 2020 to ensure the electrics were working. The resident described the leak as a "flood".
14. On 16 November, the contractor advised the toilet required replacing as it was deemed to be irreparable. The contractor attended on 19 November 2020 to fit it but was unable to due to the police attending the property at the time. The landlord took photographs in order to consider the resident's request for compensation for damage to her belongings. According to the landlord, the resident was of the view that the toilet should have been repaired sooner and she suffered damage to her possessions, due to the landlord's neglect.
15. On 25 November 2020, the contractor was due to fit a new toilet but was held up on an emergency. In addition, the landlord agreed to replace the kitchen floor, redecorate the ceiling below and repair the floor in the hall. It would not replace the bathroom floor unless it caused a trip hazard.
16. The following day the landlord told the resident she should claim for the damage on own household insurance for her damaged items. A new toilet was fitted on 27 November 2020.
17. As a result of the resident contacting this service, this service wrote to the landlord on 3 December 2020 asking the landlord to address her complaint which was as follows: The landlord to complete the repairs and to issue compensation for any damage to her possessions.
18. On 5 December 2020, an inspection of damp issues and flooring was due to take place. On 8 December 2020, the resident reported damp in the property.
19. The resident reported a further blockage had occurred on 16 December 2020. A further CCTV inspection was arranged for 22 December 2020.
20. On 18 January 2021, the landlord wrote its first stage response as follows:
 - a. The complaint was notified to the landlord on 3 December 2020 by this service.
 - b. It summarised the complaint as follows:
 - i. Delay in resolving the leaking upstairs toilet

- ii. Ongoing issue with woodlice
 - iii. Compensation for damaged wooden hallway flooring.
- c. It noted the first report was in July 2019 when the issue was remedied. While the contractor recommended a new cistern, it was not replaced because it was not the cause of the toilet being blocked in the pan.
- d. It noted seven reports between November 2019 and August 2020. The CCTV survey in October 2020 showed no blockage to the pipes.
- e. The flood during the weekend of 14/15 November 2020 damaged the resident's possessions and her flooring.
- f. An order was raised to replace the upstairs toilet and it was replaced on the 27 November 2020.
- g. An inspection took place on 15 December 2020 but did not identify signs of damp issues in the property or woodlice infestation.
- h. The kitchen, toilet, and bathroom flooring had been replaced and the re-decoration completed on 22 December 2020. A particular flooring was laid in the toilet and bathroom to replace the current flooring which was not safety flooring.
- i. The redecorating was completed on 22 December 2020.
- j. The kitchen floor covering was completed on 28 December 2020.
- k. The landlord noted that the parquet flooring in the hallway was installed by the resident. It explained it would not normally be its responsibility to repair it. However, as a goodwill gesture, it agreed to replace the area that has lifted.
- l. The resident reported a further blockage and the landlord's contractor attended on 16 December 2020. The blockage was cleared and a CCTV survey took place on 22 December which identified some minor works which were being set in motion. The CCTV survey did not demonstrate that the minor fault identified would have resulted in a back surge, blockage or leak in the toilet.
- m. The resident had reported at the beginning of January 2021, that the kitchen flooring has not been fitted to a satisfactory standard and had torn in the area in front of the fridge. The landlord had requested photographic evidence as it was unable to attend residents' homes except for essential works during the national lockdown. The remaining works would be carried out after the end of lockdown.
- n. In relation to compensation for the damage personal possessions, it was not the policy of the landlord to pay compensation for damaged possessions.

- o. It noted that despite renewing the toilet, a blockage occurred within four weeks of the installation.
 - p. On 19 January 2020, the landlord instructed a contractor to undertake a further CCTV survey.
 - q. In the circumstances, it did not uphold the complaint.
21. A further survey was carried out and minor repairs were carried out, which were completed on 2 February 2021.
22. The landlord wrote on 3 February 2021 updating the resident on the works as follows:-
- a. The landlord offered to replace the kitchen flooring but the resident had declined the offer.
 - b. While contractors had measured up and was seeking a match for the parquet flooring, they had declined to carry out the works due to the resident's reported conduct towards them.
 - c. On 28 January 2021, she informed the landlord she did not want the landlord's contractors in her property.
 - d. In the circumstances, it said that in accordance with her request, it would not be taking any further action. The contents of its letter of 18 January 2021 stood as they were..
23. On 4 March 2021, the resident wrote to the landlord reporting she had suffered illness as a result of her damp flooring. She wanted to escalate her complaint.
24. The landlord replied on 5 March 2021 asking the reasons for the request of escalation.
25. On 10 March 2021, according to the landlord's records, the resident had stated she did not want any further work carried out at her property. Nevertheless, it would offer to carry out the works to the kitchen and the hallway flooring.
26. This service wrote to the landlord on 12 March 2021 on the resident's behalf requesting it escalate the resident's complaint for the following reasons:-
- a. The landlord to rectify the reported repairs to the resident's flooring.
 - b. The landlord to provide compensation for the damaged flooring, the length of time the repairs had been outstanding, and for the distress caused.
27. It wrote to the resident on 19 March 2021 as follows:
- a. The flooring in the hallway would be removed and replaced.

- b. She was given the choice of receiving a contribution towards the cost of new flooring or a contractor to carry out the work. She had opted for the latter on 4 March 2021.
 - c. She preferred to seek alternative advice and would not agree to give access.
 - d. If she did not contact the landlord by 29 March 2021, the works to the hallway would be cancelled.
 - e. All other works, except to the kitchen, flooring had been completed.
28. The resident wrote to the landlord on 20 March 2021 stating she wanted to escalate her complaint due to the stress and ill-health the delay caused. She explained she became anxious due to her depression when there were people in her house.
29. The landlord agreed to escalate her complaint on 8 April 2021. As she had not confirmed the works to the kitchen or hallway flooring, it had cancelled the works, but she could contact the contractor to rearrange.
30. On 14 May 2021, the landlord wrote summarising the complaint and in a subsequent email gave a response date for 4 June 2021.
31. On 4 June 2021, the landlord provided its second stage response as follows:
- a. It set out a chronology of events and concluded that the landlord had responded to every report by the resident.
 - b. It appreciated it might be questioned why there were so many calls for repairs as a result of a blockage. However, it attended to each report, it rectified the blockage and carried out CCTV investigations.
 - c. It accepted that she was told in July 2019 that the cistern needed replacing but this did not happen. However, this was not the cause of the flooding.
 - d. It would recommend that contractors record-keeping was improved.
 - e. It accepted that the old flooring in the kitchen was not removed before new flooring had been laid. It had offered to replace the flooring, but it had not been possible to lay it due to the resident's conduct and due to her declining the works. However, it accepted that there was fault in not removing the original flooring before providing a new kitchen floor at the outset and that by not doing so may have resulted in damp.
 - f. It repeated its offer that either a contractor completed the replacement of the

kitchen floor or the replacement costs would be met by the landlord.

- g. It was not the policy of the landlord to reimburse residents for damage to personal possessions where no fault of the landlord was identified.

32. On 21 October 2021, the resident informed this service that the landlord had different contractors and she would now give access.

Assessment and findings

33. The resident's complaint included that having contractors in her house exacerbated her anxiety and depression and the reported damp affected her health for which she wanted compensation.

34. The Ombudsman cannot assess the extent to which a landlord's service failure or maladministration has contributed to or exacerbated a complainant's physical and /or mental health. However, where a service failure is found, the Ombudsman may set out a remedy that recognises any overall distress and inconvenience caused to a complainant.

35. The Ombudsman recognises the distress and frustration caused to the resident by continued blockages and the need for multiple visits by contractors. However, the Ombudsman's role is to consider the landlord's responses to the resident's reports, whether it complied with its legal obligations, its procedures, best practices and whether its approach and actions were reasonable in the circumstances. If the landlord's responses were reasonable and/or appropriate, the Ombudsman will not find a service failure has occurred and will not order the landlord to pay compensation.

The resident's report in relation to her upstairs toilet.

36. While not always clear on every point, the evidence shows that the landlord responded promptly to each and every report by the resident of a blockage to her upstairs toilet by unblocking it. The timescales were appropriate in that they were in line with the Right to Repair scheme and its own repair policy including its response to the electrics following the flooding 14/15 November 2020

37. As the landlord pointed out in its second stage complaint response, the question remains should the landlord have been more proactive in response to multiple reports. There were two reports of blockages in 2019, six months apart. The Ombudsman accepts that replacing the cistern in 2019 was unlikely to have resolved the issue, given it was overhauled without lasting success in June 2020.

38. The Ombudsman would not have expected the landlord to replace the toilet on the basis of one blockage or two blockages in 2019, but the

landlord totalled seven reports in just over a year (November 2019 to December 2020).

39. The evidence shows that the landlord requested an investigation on 16 March 2020 but there was no evidence that it followed it up until after three or four further reports were made. The contractor did not inspect the toilet until 17 June 2020 or effect any repairs until 27 June 2020, which repairs did not transpire to be effective or even relevant, according to the landlord's own evidence.
40. However, following a further blockage, the landlord arranged for a CCTV inspection. Following the leak in November 2020, the landlord replaced the toilet altogether, the contractor having declared it "irreparable".
41. While the landlord could have followed up its request to the contractor of 16 March 2020 sooner than mid-June 2020, the evidence showed that it took note that there were repeated blockages. It was proactive by arranging an overhaul of the cistern, undertaking CCTV inspections, and finally by replacing the toilet.
42. It acted reasonably in organising another CCTV survey on 22 December 2020 and 19 January 2021 in response to the resident's report of 16 December 2020 and effect a repair by 2 February 2021.
43. It is noted that the CCTV did not produce any answers and that the toilet leaked even after it was replaced. It is also noted that that leak was not caused by the minor defect that was identified in January 2021 and rectified on 2 February 2021. It does not appear that the cause of the blockage and overflow was easily identified.
44. While it could have been more assiduous in seeking to address the underlying cause of the blockages in the early part of 2020, the landlord responded to each call, it undertook investigations, it undertook repairs and finally replaced the toilet.
45. The landlord acted reasonably in effecting the redecoration and replacing the flooring just over a month after the flooding in mid-November 2020. It was also a reasonable exercise of its discretion that it agreed to repair the resident's parquet floor.

The resident's request for compensation for reported damage to her rugs.

46. In relation to whether the landlord should compensate the resident for damage to her belongings, the Ombudsman does on occasions order a landlord to reimburse a complainant who, because of the landlord's fault, has incurred an actual, proven financial loss, where the circumstances of the case are very clear cut. [Guidance on remedies \(housing-ombudsman.org.uk\)](https://www.ombudsman.org.uk) However, the Ombudsman does not order compensation as a court would do. The Ombudsman is unable to consider whether the landlord is legally liable for the resident's reported losses.

That would be a question for a court. In any event, there is no clear evidence that the landlord was negligent.

47. Given the landlord had not identified it was at fault, the Ombudsman is of the view that the landlord's decision not to compensate the resident for damage to her possessions was not unreasonable. If the resident wished to pursue this aspect, she would have to seek legal advice.

The resident's report of a damp kitchen floor.

48. The landlord acted reasonably in response to the resident's report of the condition of the kitchen flooring. It requested photographs and subsequently it offered to replace it. At one stage, the resident reported to this service that she disputed she had denied access but given the correspondence from the landlord and further information from the resident, the Ombudsman accepts that access was denied and its offers not accepted. Given that the resident declined the landlord's offer to replace the kitchen flooring and also refused access to contractors, there was no service failure on the part of the landlord for the delays to the flooring not being rectified. The landlord acted reasonably in persisting with its offers to undertake repairs, in offering to effect the repairs should the resident change her mind, and in offering to pay for the repairs if she chose to undertake the repairs herself. The landlord was right to be accommodating, given the inconvenience the resident had suffered and taking into account her vulnerabilities.

49. Had the landlord not been so accommodating, given its responses could have been more proactive earlier on, the Ombudsman would have considered there had been a service failure. However taking all of the circumstances into account, the Ombudsman does not consider there was service failure.

The landlord's complaint handling

50. In relation to the complaint handling, the evidence was not clear whether the resident had submitted a formal complaint prior to its contacting this service on 3 December 2020. While the complaint responses in themselves were reasonable, they were not appropriate in terms of timescales. Furthermore, the landlord has stated it did not have a current "live" complaints policy or compensation policy service, although it referred to a compensation policy in its correspondence with the resident.

51. In the circumstances, the Ombudsman will make a recommendation in relation to the landlord's complaint handling.

Determination (decision)

52. In accordance with paragraph 54 of the Housing Ombudsman's Scheme, there was no maladministration in relation to the landlord's response to:
- a. The resident's report in relation to her upstairs toilet.
 - b. The resident's request for compensation for reported damage to her rugs.
53. In accordance with paragraph 55(b) of the Housing Ombudsman's Scheme, there was reasonable redress in relation to the landlord's response to the resident's report of a damp kitchen floor.

Reasons

54. While the landlord could have been more proactive sooner than it was, it responded promptly to every report to unblock the toilet. It undertook repairs, it carried out investigations and replaced the toilet. After it was replaced, the landlord continued to respond to the resident's reports and promptly investigated and effected repairs.
55. The landlord did not identify it was negligent and therefore it did not pay compensation for damage to possessions. The Ombudsman was not able to identify clear evidence in that regard and therefore, in the circumstances, declining to pay compensation was not an unreasonable response by the landlord.
56. The landlord accepted that laying flooring on top of existing flooring was problematic, however it offered to rectify the matter. On receiving the resident's report, the landlord invited further information. It offered to replace the kitchen floor. It persisted in its offers to assist. It offered to pay for the costs if the resident chose to arrange the replacement floor herself. Had the resident accepted the offer, the matter would have been rectified within a short period of the resident's report. This was, in the circumstances, a reasonable response to the resident's report and complaint.

Recommendations

57. If the resident has not contacted the landlord, given the resident will now give access to the landlord's contractors, the landlord should contact the resident to make arrangements for the works to the kitchen flooring, if it has not done so already.
58. The landlord should ensure that repairs staff check the repairs history for a property when logging new reports and that staff are aware of the need to escalate a matter where there is a history of repeat or similar requests.
59. The landlord, having noted that the contractor's records were not the clearest, should, if it has not done so already, work with its contractors to ensure their record-keeping is improved and monitor this through their contract management arrangements.

60. It is noted that a blocked toilet is only deemed to be an emergency if there is only one toilet in the property whereas the Right to Repairs scheme does not so stipulate. The landlord should ensure that its repairs policy is in line with the statutory Right to Repair scheme. It is helpful that the repairs booklet is detailed as to the parties' respective responsibilities and contains home maintenance advice.
61. The landlord should ensure that it keeps a clear track of its complaints process and its staff adhere to the timescales set out in its complaints procedures.
62. While it is noted that the landlord's complaints policy is under review, a response time of 25 working day (five weeks) is unduly lengthy. The landlord should have regard for the Housing Ombudsman's Complaint Handling Guidance. [Complaint Handling Code – Housing Ombudsman \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk/complaint-handling-code) which sets out the response should be provided within 20 working days at stage two.
63. The landlord informed this service that it assessed any claim for compensation on a case-by-case basis. It had, however, reviewed its position and is taking steps to prepare and implement a compensation policy. It is recommended that the landlord does so in order to provide a transparent and consistent scheme. The landlord is referred to the Housing Ombudsman guidance at [Guidance on remedies \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk/guidance-on-remedies) and [Guidance on remedies \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk/guidance-on-remedies).
64. While in the main, the provision of documents was helpful and complete, there were delays. The landlord should ensure it responds fully and promptly to the request for documents by this service.

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REPORT

COMPLAINT 201805246

Arun District Council

26 January 2022

Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

The complaint

1. The complaint is about the landlord's:
 - a. Response to the resident's reports of noise nuisance.
 - b. Complaint handling.

Background and summary of events

Background

2. The resident has a secure tenancy agreement with the landlord that started in 2008. The property is a one bedroom first floor flat in a block of six flats. The landlord said it was aware that the resident had received support from NHS mental health services. The landlord is a local authority.

3. The tenancy agreement says that the resident is responsible for the behaviour of every person (including children) living in or visiting the property. This responsibility includes behaviour on surrounding land, in communal areas and throughout the estate in which their home is situated. The landlord will consider taking possession action and other legal remedies against any tenant or visitor found guilty of conduct causing nuisance, annoyance or disturbance, including antisocial behaviour likely to have caused a nuisance or annoyance. It lists examples of nuisance, annoyance and disturbance which include loud music.
4. The tenancy agreement goes on to say that the resident must not harass or allow any person living in or visiting the property to harass, any other person. It lists examples of harassment which include "Doing anything that interferes with the peace, comfort or convenience of other people ... unreasonable noise or disturbance".
5. The tenancy agreement says that the landlord will investigate all reported cases of harassment or nuisance and take appropriate action.
6. The landlord's antisocial behaviour (ASB) policy in place at the time gave examples of ASB which included noise nuisance, intimidation and harassment and threatening or aggressive behaviour. The policy said it would not consider the following as ASB: personal disputes, children playing in appropriate areas and at suitable times and usual household noise from daily living and domestic appliances. The policy set out what action the landlord would take in response to reports of ASB such as investigating and, in the case of reports of loud and frequent noise nuisance, respond within five working days. It said that, when reports were not considered as ASB, it would notify the resident within ten working days and advise of other remedies that might be open to them.
7. The policy set out the enforcement options available such as acceptable behaviour contracts which define acceptable behaviour such as limits on volume, timing of playing music etc. The policy also sets out the landlord will ensure effective partnerships with other local authority services to deliver a joined-up response to reports of ASB.
8. The landlord has a two-stage complaint policy. It aims to respond within ten working days at stage one and within twenty working days at stage two.

Summary of events

9. The evidence shows that the resident has made noise complaints about the different people living in the flat above her property since 2010. The upstairs neighbour in this report moved into the property in 2015. This report will focus on events from 2018 onwards that led to the resident's first complaint in June 2019. While this complaint also concerned planning issues, this matter would usually be for the Local Government and Social Care Ombudsman.

10. The resident made regular and frequent reports of noise from the neighbours in the flat above her. I have not included all such reports instance in this document. In February 2018 the landlord visited the resident about noise issues and said it would speak to the neighbour upstairs. No evidence has been seen of that.
11. In April 2018 the landlord visited the resident to listen to some recordings and noted "at times some did sound loud" but noted that, overall, the noise was daily living noise. The resident completed diary sheets of the noise she experienced in the property from February to August 2018.
12. On 13 August 2018 the landlord visited the resident and, while there, heard loud music from the flat above. It noted it asked the neighbour to turn down the music and they did.
13. Meanwhile on 16 May 2019 the landlord wrote to the resident saying that her behaviour towards the neighbour was unacceptable and cited her leaving the radio on while out of the flat and banging on the ceiling. It said it would make unannounced visits to both properties. No evidence has been seen of such visits.
14. On 13 June 2019 the resident made a formal complaint to the landlord about its response to noise reports she had made about the neighbour. She contended that the block was for elderly residents and did not have planning permission for general use housing.
15. On 30 August 2019 the landlord wrote to the resident at stage one of its formal complaints procedure. It said her housing officer had visited her on 18 July 2019 to discuss her noise concerns. It said that, based on the information provided, the noise was normal day-to-day noise associated with daily living and it had not received any complaints of this nature from other residents in the block. It noted that the resident had confirmed she did not want to move to alternative accommodation.
16. The landlord also said that there had been ongoing noise complaints from the resident dating back to 2010 relating to the flat above and it had made many visits to her. It assured the resident that it had dealt with all her reports in a fair and consistent manner. The landlord confirmed that the block was for general family accommodation but acknowledged that at the time she moved in it may have been occupied by more elderly residents and this may have impacted the type of noise she was experiencing now. It assured the resident that it would continue to investigate all allegations of noise and would look sympathetically on any request she made to move.
17. On 4 September 2019 the resident asked for her complaint to be escalated.
18. On 1 October 2019 the resident wrote to the landlord saying she had not had a response to her complaint escalation request of 4 September 2019. She asked that her complaint be escalated; she said the block was built as

flats for the elderly, and therefore she should not have a family living above her. The resident also set out why she was not happy with the landlord's response to the noise complaint.

19. On 29 October 2019 the landlord made a note of a home visit to the resident that same day to listen to recordings she had made. It noted that these were mainly of a child running around from upstairs and a few were of banging from upstairs and some with shouting and one with loud music. The landlord noted it had agreed that the heavy banging and loud music were unacceptable but explained that the child's footsteps were considered to be transferred noise and it could not stop a child from running around. It noted the resident refused to accept this was transferred noise.
20. The landlord further noted that the resident refused its offer of an acceptable behaviour contract; the resident said that she would continue to bang on the ceiling if she heard the child running around. The landlord also explained that, when it was built, the block had been for retired people only; however, this was no longer the case and it was used for general needs housing. The resident said she was awaiting a response on this point from the planning department.
21. On 11 November 2019 the resident reported "loud thumps and bumps on the ceiling" the previous Friday evening.
22. The landlord issued a final complaint response on 19 November 2019 saying there had been no breach of planning. The resident remained dissatisfied with this response and approached a designated person; the complaint was not brought to the Ombudsman at that time.
23. On 25 November 2019 the landlord wrote to the resident to arrange a visit on 28 November 2019 to discuss the issues that were ongoing between her and the neighbour. A meeting was arranged for 5 December 2019 but was cancelled by the resident on 2 December 2019 as she wanted to consider getting some professional advice. In that email the resident reported the neighbours standing outside her flat and filming her when she opened the door.
24. On the same day the landlord wrote to the neighbour arranging to meet with her on 28 November 2019. There was no evidence of that meeting taking place.
25. On 31 December 2019 the resident reported the child upstairs "running across" her ceiling late at night. She said that, when she had returned to the flat at 10:30pm the child had been shouting and there were "loud bangs" on her ceiling. She expressed her view that the neighbour was using the child "as a weapon".
26. On 3 January 2020 the landlord acknowledged the resident's email and said it had noted her report of noise. It added it had tried to make an appointment to visit her to discuss a good neighbour agreement but she

had refused. It said it had met with the neighbour about this and until it heard back from her to arrange the meeting, it would only note and record her communications. In response, the resident disputed that she had refused any meeting; she said the situation was unlikely be resolved through dialogue.

27. On 22 January 2020 the resident reported loud bangs from the flat above, “loud, pounding music” and the neighbour’s child running around. She acknowledged that she had banged on the ceiling after a while as the noise was unreasonable and deliberate. She said she refused to sit in her car in the evening (to avoid the noise at the property).
28. On 27 January 2020 the resident reported to the landlord by email that for the last hour the neighbour had “banged, dragged things and bounced things”. The resident said that she had made no noise herself but the neighbour was aware she had returned home and that was why she had started making noise. She added that the neighbour had deliberately put her washing machine spin cycle on about five times over a two-hour period when there was no water going into the machine. She said it was so loud, it vibrated through the flat.
29. In response, the landlord told the resident that it needed to meet with her to discuss an acceptable behaviour contract which would outline what was acceptable behaviour from each neighbour. The resident responded saying that was “an insult” that she was being asked to sign such a contract.
30. On 3 February 2020 the resident requested a visit from the landlord regarding the noise issues. There is no evidence that a visit that was suggested for 11 February 2019 took place. Meanwhile, on 5 February 2020 the resident had told the landlord she wanted to make a formal complaint about its handling of her reports of noise.
31. On 10 March 2020 the landlord wrote to the resident in response to her complaint. It said that the housing officer had said that one of the recordings demonstrated an unacceptable level of loud music; in relation to the footsteps, it said it was the housing officer’s opinion that this was noise transference and part of day-to-day living. In order to resolve the matter, it said the housing officer had suggested entering into a good neighbour agreement, which the resident had refused. The landlord confirmed that it was satisfied that it fully understood the issues in relation to this matter and advised the resident to re-engage with the housing officer. It said that, if the resident remained dissatisfied, she could ask the councillor to look into the matter as a designated person.
32. On the same day, the resident told the landlord it had failed to act on her reports of noise for 21 months. She said the block was intended for the elderly; she added that she “had no quality of life” and wanted to be able to stay in the property without “a constant succession of thumps” on her ceiling. She said the neighbour’s actions were intended to provoke her.

33. On 11 March 2020 the resident told the landlord there had been many recordings of loud music, not just one, and that the child running across the ceiling was not reasonable day-to-day noise. She said the noise was causing her stress and anxiety.
34. On 13 August 2020 the resident wrote to the landlord about the noise issues she was experiencing. In response the landlord said it would ask environmental health to install noise monitoring equipment and it would write to the neighbour asking her to be more mindful about noise transference.
35. On 13 August 2020 the landlord asked environmental health to install noise monitoring equipment in the property. They responded the same day saying that it could only act on an open case and it was not aware that there was one. The landlord did not respond to that email and therefore no action was taken by environmental team at that time.
36. On 17 August 2020 the resident complained about harassment by the neighbour. She said they were purposefully making her life in the flat “as untenable as possible”. She said the landlord had failed to investigate these matters fully. The landlord treated this correspondence as a formal complaint. When acknowledging it, it said it would respond by 3 September 2020.
37. On 3 September 2020 the landlord apologised for the delay in responding which had been caused by unforeseen staff absences and said it would provide the complaint response by 9 September 2020.
38. On 4 September 2020 the landlord responded to the resident at stage one of its formal complaints procedure. The main points were:
- a. It was sorry that she had felt it necessary to write again about the noise from the flat above her.
 - b. Its records showed that the housing officer had acknowledged and investigated each report of noise and each counter allegation. Where there were nuisance complaints where it did not have evidence to support taking further action, it would usually write to both parties and offer mediation as often it was a difference in lifestyle that was the main cause of the problem. It confirmed it had offered mediation and advice to both parties and that it had also offered the resident the opportunity to transfer to alternative accommodation, which she had declined.
 - c. It had contacted environmental health regarding the installation of noise recording equipment and asked if the resident was aware of when they would be installing it.
39. The landlord did not uphold the complaint and explained how the resident could escalate it.
40. On 14 September 2020 the resident reported the neighbour slamming doors in her flat. The landlord responded on 17 September 2020 saying it

would write to the neighbour about door slamming and would look into whether a slow closing mechanism could be installed on doors in the neighbour's property.

41. On 23 September 2020 the resident asked the landlord to escalate the complaint. She disputed that the landlord had dealt with reports of noise as they arose. She said that she had only had one visit relating to noise from the housing officer and said that deliberately banging with a hard object on the ceiling could not be part of someone's "lifestyle". She asked the landlord to review the video evidence she had provided. The resident also challenged that she had been offered alternative accommodation saying she had only been told that any request for a move would be looked at "favourably".
42. On 29 September 2020 the landlord acknowledged the escalation request.
43. On 2 October 2020 the landlord told the neighbour it would only install slow closing mechanisms on communal doors.
44. On 8 October 2020 the landlord told the resident that it had listened to the videos she sent in on 28 September 2020 and noted her concerns. It responded in detail to each video concluding that the noise was not deliberate or above the noise expected when people were in during the day. It said it had discussed with her and the neighbour ways to reduce noise and had asked them both to be mindful of noise from household activity but added that some noise might be unavoidable. The landlord said it would ask the neighbour to be aware of the noise from the front door slamming. The landlord offered a good neighbourhood agreement and to refer the case for mediation.
45. In an internal email dated 2 November 2020, the landlord noted an assurance that appropriate action had been taken in relation to the noise complaints. It noted that this action included carrying out announced and unannounced visits to the block and each party, letters of advice to each party and contact with other residents to seek supporting evidence relating to instances of noise and nuisance.
46. On 3 November 2020 the landlord chased up the noise monitoring equipment with environmental health. The same day the landlord asked it to open a noise complaint and wrote to the parties.
47. The landlord also said that it had offered a new mediation referral to the resident and the neighbour; and had also offered to draw up a good neighbour agreement for both parties to sign. It explained that the purpose of those options was to allow them to participate in resolving the disputes and to come to an amicable way forward. It added that both must be willing to participate and, to date, it had not had agreement from both sides to be able to facilitate these options. The landlord added that the behaviour between the resident and her neighbour was now having an impact on other residents in and around the block.

48. The landlord said it would now draw up an acceptable behaviour contract between them that they would need to sign and abide by the terms that would be set out. It explained that these measures would be tailored to ensure that the unacceptable behaviours that were impacting on other residents and on each other were negated. The landlord added that, if the unacceptable behaviour continued, it could lead to tenancy enforcement action being taken. It said it encouraged both parties to take up the offer of mediation. The landlord asked the parties to keep an incident diary, to report noise to it and environmental health and not to retaliate.
49. On 16 November 2020 the resident told the landlord, among other things, that she would not mediate because it “could never be productive” as it had already been tried and due to the hostility that had been allowed to develop between her and the neighbour.
50. On 18 November 2020 a local councillor acting as a designated person wrote to the resident with a complaint response saying that he had considered all the documents, had read the previous stage one and two complaint responses and had visited her in the property to listen to the videos she had in relation to the noise issues. The councillor concluded that the landlord had followed all processes fully but understood that the noise was affecting her day-to-day life. He said that he believed the best outcome would be to arrange a formal mediation session between the resident and the neighbour in order to resolve the dispute and asked her to let it know if she wished to proceed.
51. On 19 November 2020 the resident reported the neighbour had “thumped heavily across her ceiling”. She also complained that the neighbour left the communal window so wide open she could not reach to close it and it was cold.
52. On 21 November 2020 the resident reported that she had “knocked on her ceiling” due to the noise coming from the neighbour.
53. On 27 November 2020 the landlord wrote to the resident at stage two of its formal complaints procedure. The main points were:
- a. The Housing Team had taken appropriate and timely actions to assess and respond to the ongoing noise complaints. The required processes had been adhered to; the complaints submitted have been investigated with suitable follow up actions including liaison with Environmental Health and it had sent letters of advice to each party. Solutions had been proposed to try and resolve this issue including mediation, an acceptable neighbour agreement and an offer of alternative suitable accommodation.
 - b. Housing officers had contacted other residents to seek supporting evidence relating to instances of noise and nuisance; they had also carried out both announced and unannounced visits to the scheme in relation to this complaint. Housing Officers had also sought advice and

guidance from Environmental Health, who were responsible for oversight and application of statutory noise nuisance powers and had requested noise equipment to be installed in the property.

- c. The use of the word “lifestyle” in addressing noise complaints could lead to misunderstanding and it empathised with the resident’s frustration in it being applied in this case. The landlord considered it would have been clearer to fully explain, referencing Housing policy and applicable statutory definitions, how and why the decision was made. It recommended that the Head of Housing addressed this specific point to improve future responses.
 - d. It had reviewed the letter from the housing officer and believed it lacked factual detail and evidence and, furthermore, it did not explain what steps would be taken to resolve and conclude the situation. It said it considered it would have been appropriate to have included how it would liaise with environmental health to assess and address this ongoing noise complaint.
54. The landlord concluded that there was evidence that the appropriate processes, investigations and actions had been carried out by the housing team. For that reason, it did not uphold the complaint.
55. In the response, the landlord set out recommendations that would be considered including:
- a. Housing Officers refer complex noise nuisance cases to the local multi-agency, ASB case management forum to assist with problem solving and resolution with support and input from relevant partners, including environmental health.
 - b. In tenant communications, it would, wherever possible, cite facts and evidence to support decision-making in conjunction with language such as “lifestyle”.
 - c. It would write to the resident, in a timely manner, providing details of how it investigated the complaint, the actions taken to date and an explanation as to why decisions were taken thus ensuring she had received all relevant information.
56. The landlord signposted the resident to the Ombudsman.
57. Following this final response, the resident continued to report noise from the neighbour to the landlord; she also provided videos evidencing noise in her flat.
58. Following the installation of noise monitoring equipment for six days in early December 2020, the report from environmental health found the following:
- 1. A “remarkably high” volume of recordings was made: 197 in three days and in excess of 150 a day for each of the remaining three days. Recordings were made in the morning, afternoon and evening.

2. Meal preparation activities were audible, including chopping vegetables, movement of items of work surfaces and the opening and closing of kitchen cabinets.
 3. Each afternoon/evening there were frequent and significant periods of time when the child in the flat above was running around and squealing/screeching/shrieking. This could be accompanied by heavy thuds which might be due to jumping.
 4. The movement of furniture could be heard in afternoons and early evenings.
 5. Despite the TV playing, "movement noise" could "clearly be heard from the flat above".
 6. During day three, there was a period of at least ten minutes where the occupant of the flat above was talking quite loudly and, although specific words were not intelligible, the voice and undulating tones of speech were clearly audible despite the TV being on.
59. Environmental health said it was apparent that there was "almost constant noise" when the occupants were in the flat above. They concluded that the evidence presented did not constitute a statutory noise nuisance; however, there was evidence of significant ongoing noise disturbance. It concluded that there was excessive noise transfer due to poor sound insulation between the residential units and this was the primary cause of the ongoing disturbance.
60. Environmental health noted that the disturbance experienced by the resident was "significant and intrusive" and they questioned the standard and/or adequacy of the accommodation. They recommended that the landlord take the following action:
- a. Assess the sound insulation of the floor/ceiling between the property and the flat above and compare this to the sound insulation of other flats in the building to assess for a defect specific to the resident's property.
 - b. Install carpets/rugs in the flat above with acoustic underlay.
 - c. Install a suspended ceiling in the resident's flat and provide insulation (if possible).
61. In mid to late December 2020 the resident recorded noise on a diary sheet. She subsequently told the landlord on 3 January 2021 that she would retaliate to the neighbour's noise; she said "They thump. I thump. They bang. I bang. They do it continuously. I do it continuously". She said she would do so "to protect" herself, rather than for anti-social behaviour reasons.
62. On 1 February 2021 the landlord wrote to the resident saying following the investigation by environmental health. It said that, although it was noted that the noise she heard was significant, it was day-to-day living noise and was not being done maliciously. The landlord said that, as there was no

statutory noise nuisance or ASB from the neighbour, it considered the resident's complaint concluded and would not be taking any action at that time.

63. On 2 February 2021 the resident told the landlord that, having seen the report of environmental health, she considered that further investigation was required and asked that the recording equipment was installed for a further period. She also asked that the landlord undertake the necessary remedial work to ensure her flat was fit for her to live in.
64. On the same day the resident's mental health worker wrote to the landlord that the noise issues had had a "significant and detrimental effect on the resident's mental and physical health". She strongly urged the landlord to take steps to improve the soundproofing of the flat.
65. On 15 February 2021, following contact from the resident earlier that month, the landlord provided the resident with details of how it had investigated complaints made to it relating to noise nuisance caused by the neighbour. In brief in relation to noise complaints from 2018-19, it said:
- a. It had investigated her reports of noise from 2018-19; a housing officer visited the property in February 2018, listened to noise recordings and visited the neighbour's property also. Unannounced visits were also made.
 - b. As the evidence demonstrated this was not a statutory noise nuisance, therefore, a referral was not made to environmental health at the time.
 - c. A housing officer had visited the resident in October 2019 to listen to noise recordings and suggested that an acceptable behaviour contract could be drawn up to see if agreement could be reached in relation to music being played by the neighbour. This suggestion was not taken up.
66. The resident continued to report noise from the neighbour; the neighbour moved out of the block in May 2021.
67. When the resident approached the Ombudsman, she said that, since the neighbour had moved out, the landlord had installed an acoustic underlay now things were "okay" with new neighbours above her. She said the impact from the previous neighbour had meant she had "lost six years of her life". She described how the noise had been so unbearable that she had lived out of her car even in lockdown, returning to the flat at night. The resident said she wanted an acknowledgement that the landlord had not done everything it could have done in response to her reports of noise.

Assessment and findings

The landlord's response to the resident's reports of noise nuisance

68. It is the Ombudsman's role to assess the appropriateness and adequacy of the landlord's actions in responding to reports of ASB and the fairness and reasonableness of its response to the formal complaint. This does not include establishing whether a party is responsible for ASB; our investigation is limited to the consideration of the actions of the landlord in the context of its relevant policies/procedures as well as what was fair in all the circumstances of the case. The Ombudsman cannot tell the landlord to take action against neighbours.
69. The landlord's response to the resident's reports of noise was not appropriate. Despite long-standing noise complaints which previously had concerned different neighbours who had lived above the resident, the exploration of the noise issue was minimal from 2018 to 2020. There did not appear to be any written consideration of the diary sheets submitted by the resident.
70. The landlord acknowledged that it had made three visits to the property in February 2018, July and October 2019 (at least two other visits were identified from the evidence provided to the Ombudsman). The landlord reached the opinion that the noise was, in the main, day-to-day living noise; even when it accepted that there was door-slamming and loud music. There is little evidence of the landlord taking up the issue of these aspects of ASB with the neighbour; it would have been appropriate for it to have done so.
71. Despite internal assurances about the action taken (paragraph 45), there is no evidence provided to the Ombudsman of the landlord speaking to other residents in the block or of unannounced visits. However, it was reasonable for the landlord to have tried to prevent the relations between the resident and the neighbour deteriorating, therefore, the suggestions that they agreed and signed an acceptable behaviour contract and good neighbour agreement were appropriate.
72. It would have been reasonable for the landlord to have installed noise monitoring equipment much earlier to establish the extent and level of the noise. The landlord explained in correspondence with the resident that it did not do so because there was no statutory noise nuisance; however, while the landlord might have had its opinion on such matters, a decision about whether noise was a statutory nuisance could only be decided by environmental health.
73. The subsequent report by environmental health confirmed no statutory noise nuisance; however, it made clear that there was evidence of significant ongoing noise disturbance to the resident. The landlord was aware of the stress and anxiety the noise was having on the resident. The landlord's decision to close the case at that stage was not fair because it ignored the circumstances in which the resident had been living – and likely for some time – which environmental health had made recommendations to try to alleviate.

74. Case law has established that there is no legal requirement for landlords to retrospectively fit improved sound installation. While there is no legal obligation for the landlord to improve sound insulation, it would be appropriate for the landlord to check that the existing sound proofing had not fallen into a state of disrepair, as recommended by environmental health.
75. Had the landlord acted sooner, it is likely that environmental health would have reached the same conclusion that the noise was not a statutory noise nuisance (given the noise issues remained very similar). However, it would have given the landlord a better insight into the issues the resident was experiencing and given it an opportunity to take forward any recommendations made by environmental health at that time to try to alleviate the noise transference between the properties. The delay in referring this matter to environmental health was not reasonable.
76. The resident's view is that she was discriminated against because of her age; such a determination would be for the courts, rather than the Ombudsman. However, the evidence shows that the landlord could have done more in relation to the resident's reports of noise as well as acted sooner to try to establish the extent of the noise by a referral to environmental health. That failure – along with its failure to consider diary sheets, make unannounced visits to the block and act on the incidents where there had been loud music – amount to maladministration.
77. In relation to the failures identified, the Ombudsman's role is to provide fair and proportionate remedies where maladministration or service failure has been identified. In considering this the Ombudsman takes into account whether the landlord's offer of redress was in line with the Ombudsman's Dispute Resolution Principles: Be Fair, Put Things Right and Learn from Outcomes as well as our own guidance on remedies.
78. It is evident that the noise issues within the property had a serious and long-term effect on the resident. Had the extent of the noise – deemed significant and intrusive – been established sooner, the landlord could have taken action in line with environmental health's recommendations sooner which would likely have eased the issue to some extent. Financial compensation of £400 is appropriate in this case for the inconvenience, frustration and distress caused to the resident over a long period of time.

Complaint handling

79. The landlord's complaint handling was not appropriate. Since mid-2019 the resident has made three complaints and every complaint response was delayed. There was only evidence of one letter apologising for that delay. The landlord did not adhere to the timescales set out in its formal complaints procedure and that is a service failure.
80. The first complaint covered both planning issues and the landlord's response to noise reports. However, the stage two response dealt with only the planning issue and did not deal with the resident's concerns about

the noise aspect of her complaint. Failure to deal with this fully meant that the resident had to make a further complaint. This meant the landlord lost the opportunity to resolve matters at the earliest opportunity and therefore an opportunity to improve the landlord/resident relationship.

81. The stage one response to the second complaint the resident made on 5 February 2020 signposted her to a designated person, rather than to stage two. That meant that the resident was unable to have progressed her case to the Ombudsman at that stage, should she have wanted to. Again, this resulted in a delay in her complaint reaching this Service.
82. In its final complaint response of 27 November 2020, the landlord identified where that its previous response could have been improved. It acknowledged that it had not explained matters fully or what steps it would take to try to resolve the situation. It would have been reasonable in its complaint responses to have set out exactly what action it had taken in response to the resident's reports of noise; without doing so, it offered no evidence to support its conclusion that it had dealt with all her reports "in a fair and consistent manner" (paragraph 16). It also offered no apology for these failings. In line with the Ombudsman's dispute resolution principles, it would have been reasonable for the landlord to have put matters right here by offering such an apology and an order has been made below with regard to complaint handling.
83. The landlord's complaint handling failures – the delays and the poor quality of several of the response (partially acknowledged by the landlord) – amounts to maladministration. Again, financial compensation is appropriate in this case of £200 for the time and trouble taken by the resident in pursuing three separate complaints in order to reach this Service. An order has been made, below.

Determination (decision)

84. In accordance with paragraph 54 of the Housing Ombudsman Scheme there was maladministration by the landlord in respect of its:
 - a. Response to the resident's reports of noise nuisance.
 - b. Complaint handling.

Reasons

85. The landlord's handling of the resident's reports of noise was not appropriate. It did not take all the action it would have been appropriate and reasonable to take and failed to refer the case to environmental health within a reasonable time so that the level of noise could be established with a view to reaching a view on whether or not it amounted to a statutory nuisance.
86. The landlord's complaint handling was not appropriate. There were delays at several stages and its failure to provide full responses and follow its

complaint procedure meant that the resident had to submit three separate complaints before coming to this Service.

Orders and recommendations

Orders

87. The landlord shall take the following action within four weeks of the date of this report and also provide the Ombudsman evidence of compliance with these orders.

- c. A senior manager to apologise to the resident for the failings identified in this report – relating to both its response to noise and its complaint handling.
- d. Pay the resident the sum of £600 to reflect the impact the distress and inconvenience these failings had on her.
- e. Assess the sound insulation of the floor/ceiling between the property and the flat above and compare this to the sound insulation of other flats in the building to assess for a defect specific to the resident's property (as recommended by environmental health).
- f. Provide training for staff dealing with ASB/noise complaints, so that staff are aware of when a referral to environmental health is appropriate to assess the level and extent of the noise.
- g. Provide complaint handling staff with training to ensure that its findings within complaint responses are evidenced and, where further action is required, to set out that action.

Recommendation

88. It is recommended that, if it has not done so already, that the landlord considers carrying out the other recommendations made by environmental health and gives the resident an update on what action, if any, it decides to take.

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REPORT

COMPLAINT 202012616

Arun District Council

29 April 2022

Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

The complaint

1. The complaint is about:
 - a. The landlord's response to a report of flooding in the property following a burst bathroom pipe and the amount of compensation offered.
 - b. The landlord's complaints handling.
2. A representative has been acting on the resident's behalf when dealing with this Service and the landlord. For the sake of simplicity, this report shall refer solely to the resident.

Background and summary of events

Policies and Procedures

3. The landlord has a two-stage complaints procedure. Its Complaints Policy in effect at the time of the resident's complaint states that:
 - a. At Stage 1, the member of staff investigating the complaint should send a full answer or a progress report in writing within 10 days.
 - b. At Stage 2, the landlord should complete the investigation within 20 working days. If this is not possible, it should send a progress report indicating the timescales for completion of the investigation.
 - c. Complainants have the option of referring their complaint to a designated person if they are unhappy after the Stage 2 response. In addition to the MP, there is a nominated Councillor who acts as the designated person for the landlord.
4. The landlord's Repairs Policy in effect at the time of the resident's complaint states that:
 - a. Priority E Emergency repairs arise when there is a risk of personal injury or severe damage to a property and a temporary repair to make safe or secure will be carried out. Thereafter, further repairs can be reported for action. There should be a "Response within two hours attended within four hours".
 - b. Priority N repairs as "to be completed within 24 hours of being ordered."
 - c. Priority U repairs are "to be completed within 5 working days of being ordered"
 - d. Priority R repairs are "to be completed within 20 working days". If further works or new parts need to be ordered, these times may be extended.
5. These timeframes are confirmed in the landlord's Housing Service Standards factsheet.

Summary of Events

6. On 20 June 2020 a flexi-pipe connector burst in the resident's bathroom flooding her property. The stopcock had seized until the landlord's emergency contractor attended to shut the water off and provide a humidifier. At an inspection on 22 June 2020 to ascertain follow-on works, the landlord noted that the pipe was fixed, and floor coverings removed. The landlord initially advised the resident that it would replace the lino but not her carpets which would have to be claimed for on the resident's home insurance.
7. The landlord asked the water company to change the external stopcock to be replaced so that it could commence works. It also identified that an asbestos survey should be completed before works took place.

8. It was also agreed that the resident would stay away from the property until all works were carried out and she could return as she did not want a permanent decant.
9. On 25 and 29 June 2020 the resident submitted a formal complaint raising concerns about the conduct of the phone operative she spoke to when she first reported the flood. She also advised that she wished to claim for all replacement flooring; damaged furniture; clothing and other items; wasted energy charges and general compensation for stress. She contended that if the landlord had carried out regular checks on the mains, the incident would not have happened. After being informed by the landlord that it would only replace the lino in the hall bathroom and kitchen, the resident wrote again to the landlord arguing that the carpets were ruined, and damp would permeate into the walls.
10. The landlord agreed to replace all flooring and on 8 July 2020 it raised an order with a flooring company to install vinyl and carpets throughout the property.
11. On 9 July 2020 the landlord's heating contractor carried out a repair to the boiler but recommended its replacement due to the age and type. The landlord agreed the quote for the replacement boiler.
12. Also on 9 July 2020, the water company advised that it had repaired the external stopcock. On the same day the landlord repaired the internal stopcock.
13. On 9 July 2020 the resident reported damage to internal doors and frames and after its contractor inspected on 14 July 2020, the landlord agreed all should be replaced. Decorating works were to be completed by the resident after these works but before the installation of flooring.
14. On 20 July 2020 the resident reported damaged air vents which were repaired on 23 July 2020. The landlord agreed that the contractor could install intumescent vents. The resident also reported finishing works to the installation of the new boiler were outstanding as was the removal of boiler. The landlord's heating contractor removed the boiler on 23 July 2020.
15. On 24 July 2020, the landlord authorised the replacement of fans in the kitchen and bathroom and arranged for an electrical inspection to be carried out at the same time. It also asked its window contractor to carry out a survey of the windows to determine whether they should be replaced or refurbished. On 28 July 2020 the landlord accepted its contractor's quote for replacement of windows.
16. The resident remained in regular contact with the landlord and on 26 July 2020, she sent a formal complaint about having to chase up outstanding works. She also stated the leak had highlighted the lack of maintenance of the property over time. She advised that she was advised two years earlier that she would not receive a new bathroom

as she had kept it in good condition. She also raised concerns about the boiler which leaked.

17. On 29 July 2020 the resident phoned the landlord to complain about inappropriate comments by a plumber. The landlord's internal correspondence confirms that it raised the incident with its contractor.
18. On 31 July 2020, the landlord refused a request for a wet room but agreed to carry out a like for like bathroom replacement. On 4 August 2020, the landlord inspected the resident's bathroom and advised her in writing of the works it would carry out. The bathroom works completed were completed between 11 and 19 August 2020.
19. On 3 August 2020, the landlord's contractor attended to replace two internal doors, but the landlord had ordered the replacement of seven doors and when the contractor returned the resident queried the type of door to be installed. On 4 August 2020 the resident complained that the contractor had brought the wrong doors and measurements to the appointment. She also queried the fire safety credentials of the front door. The landlord's internal correspondence indicates that there was confusion between contractor and subcontractor.
20. On 7 August 2020 the resident advised that she had been decorating the property before the installation of the carpets but that her painting had been marked due to the other works ongoing at that time.
21. On 11 August 2020, the landlord agreed to reimburse the resident £126.00 for the purchase of six chrome doorknobs. It also advised of action taken following a report that an operative used bad language that day.
22. The landlord carried out an inspection of the resident's property on 19 August 2020 at which it identified several faults with the works carried out. In correspondence between 21 and 23 August 2020, the landlord advised that the installation of all the internal doors and frames would be completed between 26 and 28 August 2020 and that the installation of floor coverings would follow on 1 September 2020. The resident advised the landlord that the contractor had accepted causing damage to decorations and would contact her about redecorating the hall.
23. On 28 August 2020 the resident raised a new complaint stating that the contractor had left doors shut when the paint was not fully dry and when she opened them, chunks of paint came off. She also raised concerns that the doorknobs were too close to the frames and about protruding screws. The landlord arranged for the contractor to carry out remedial works. As a result, the flooring works were put back to 8 September 2020 from 1 September 2020.
24. There continued to be further contact between the resident and the landlord with the resident again raising concerns about the contractor including it propping open the front door, paint splashes on walls and

screws protruding again. On 8 September 2020 the landlord inspected and identified faults in the works carried out which it asked the contractor to remedy. Works to repaper the bedroom were to be completed after the resident approved the sample wallpaper. The landlord advised the resident that it would inspect throughout the remedial works and that the carpet fitters would now attend on 11 September 2020. The wallpapering works were agreed for 16 September 2020.

25. On 11 September 2020 the landlord provided an update stating that everything had been laid apart from the bathroom floor and the hallway, and that all works should be completed on 14 September 2020.
26. In further emails to the landlord sent between 12 and 16 September 2020 the resident raised concerns about a letter being opened and use of a hairdryer, damage to tumble dryer and mould on furniture and clothes.
27. On 17 September 2020, all internal works were completed.
28. With regards to the resident's formal complaint, on 3 September 2002 the landlord advised the resident that it had combined all complaints into a Stage 1 complaint and that the response would be sent 10 days after completion of the final works so that the complaints could be considered in their entirety. It noted that in the interim the resident had been in verbal and written contact with staff.
29. In a further exchange of correspondence, the landlord confirmed that it would send the complaint response after completion of the window works although the resident advised this did not form part of her complaint and wished for an earlier response. On 5 October 2020, the installation of the double glazing was completed. This was the final set of works.
30. On 20 October 2020, the landlord sent the Stage 1 response to the complaint, providing a chronology of the repairs. It noted that it had undertaken a number of major repair works to the property between 20 June to 5 October 2020 and that the resident had experienced some poor workmanship and some unprofessional conduct by operatives, which had led to some works taking longer than necessary, causing inconvenience. The landlord noted that other works were delayed due to the sequence that they needed to be undertaken, and as an example stated the fitting of the internal doors, floor coverings, and decoration could not be completed until the bathroom had been installed. The landlord also advised that the front door was on a fire door replacement programme to be installed in 2021.
31. The landlord noted that it had advised the resident that damaged items, including carpets, should be resolved through contents insurance. However, as a good will gesture in recognition of the inconvenience caused, it had agreed to arrange for replacement floor covering

throughout the property, which amounted to circa £2,500. The landlord also noted it had refunded the resident £130 for door handles. It offered a further £250 in recognition that some of the delays were avoidable and for the inconvenience caused.

32. On 20 October 2020, the resident responded recounting her version of events and contending that the flood was the fault of the landlord for not keeping the property up to standard. In a phone call that day she rejected the £250 compensation offered as it did not cover her and her representative's costs such as replacing furniture damaged by the flood and the cost of extra food.
33. On 24 November 2020, the landlord sent the Stage 2 response to the resident's complaint. It recounted the order of events and addressed comments made by the resident in her Stage 2 escalation, including:
 - a. As the resident had raised a number of separate and different complaints throughout the period of the works, an informal resolution was unlikely so the complaint on 3 September 2020 was registered as a Stage 1 complaint. It considered that it then followed the complaints procedure.
 - b. The boiler was replaced early due to its condition following the recommendation of an emergency engineer on 9 July 2020. It replaced the boiler five days later and believed this action was reasonable.
 - c. In September 2019 following an independent survey of council housing stock, fire safety works were undertaken to improve the safety of the door. The door was scheduled to be replaced as part of a wider phased replacement programme starting in 2021. The landlord noted that the resident had contended there was an outstanding fire door report from several months previously but advised that it could not locate this. It provided a checklist from the survey and the works that were completed after.
 - d. In response to the resident stating that it had ignored her reports of defective windows, the landlord stated it was normal practice to maintain windows as long as they remain serviceable and once they reached a point where this became unviable they were replaced. Looking at the property file the windows were overhauled in 2016. An inspection of the windows took place on 28 July 2020, and it was agreed that they would be replaced. Following quotations, ordering and manufacturing this was completed on 5 October 2020.
 - e. In response to the resident disputing that Covid-19 caused delays, the landlord stated that following the survey on 14 July 2020 a request to replace the doors and frames was passed to its contractor. As the contractor did not provide dates for the works a different contractor was then asked to quote for the works and subsequently commissioned to

undertake them. However, there were quality issues with the work undertaken by the alternative contractor resulting in a further delay whilst the works were completed to a satisfactory standard by the landlord's contractor on 10 September 2020. The landlord also noted that the resident was unhappy with the style and so it sourced alternative doors. The landlord noted that the works including sourcing different doors and rectification work took 58 days to complete, over the target repair time of 28 days, and that this was acknowledged in the response given to the Stage 1 complaint.

- f. In response to the resident stating that she had been refused a bathroom as she had kept it in good repair, the landlord confirmed that replacements were scheduled on a priority basis. It also advised that the sudden bursting pipe in the resident's case was unforeseeable.
- g. In response to the resident disputing that the carpets should be part of the compensation as the flood was not her fault, the landlord noted that the tenancy agreement suggested that tenants insure their personal possessions, and it was a gesture of goodwill that it replaced floor coverings at a cost of £2,500.

34. In conclusion the landlord advised that the sudden failure of the pipe was an unexpected event that could not have been foreseen. It noted that the resident felt that had the bathroom been replaced earlier this could have been prevented; however, it stated that would not have guaranteed an unforeseen event such as this occurring with any pipe. The landlord noted that the resident was unable to turn the stopcock but had not previously reported it. The landlord also noted that the emergency operative attended within 21 minutes, cleared water and arranged for a dehumidifier, which it considered to be a good timeframe.

35. On 18 January 2021, the Councillor acting in his capacity as a designated person wrote to the resident advising that he upheld the landlord's decision on the complaint.

36. On 20 January 2020, the resident's MP referred her complaint to this Service.

Assessment and findings

37. Following the resident's report of a flood, the landlord's contractor attended within two hours to make safe by closing off the water supply. This response was in line with the policy of responding to emergency repairs. The landlord then had a responsibility to carry out repairs that it was responsible for arising from the flood. It took appropriate steps to identify what works were required by inspecting on 22 June 2020.

38. Having been made aware by the resident that she could not turn the stopcock, it was appropriate that the landlord arranged for the stopcocks to the property to be looked at so as to ensure they were functioning as intended. It was also necessary for the water supply situation at the property to be resolved before the repair works could commence.
39. The landlord initially agreed to install replacement flooring and then to replace internal doors and frames. Under the landlord's Repairs Policy, these works should have been carried out within the timeframe for Priority R repairs, 28 days from the date the works were ordered. However, this timeframe was not met. As such there was a delay in the works, in part caused by nearly three weeks after the inspection of 14 July 2020 elapsing until the contractor attended for these works. Compounding the inconvenience caused to the resident was the fact the contractor did not carry out works to the doors and frame out to a satisfactory standard and caused damage to decorations which led to resident having to make further reports to the landlord and arrange return visits.
40. It is not within the landlord's repair obligation to decorate the property but given the damage caused to the decorations by its contractor it was reasonable that the contractor made good and completed the decorations. This put the resident back to the position she would have been in if the damage had been caused.
41. Prior to the completion of the flooring works and the replacement of the doors and frames the landlord took the opportunity to identify and carry out other works that were not related to the flood at the resident's property. The works included the installation of a new boiler, vents and fans, windows and bathroom. It was pragmatic for the landlord to carry out the works at that time given that the resident was not staying at the property. Moreover, by doing so, it took steps to ensure that it met its legal repair obligations to keep in repair the structure and exterior of the property and to keep in repair and proper working order the installations in the dwelling house for the supply of water, gas, electricity, sanitation, space heating, and heating water.
42. The landlord offered redress for the delays and inconvenience experienced by the resident by way of a compensation offer of £250. The landlord has not provided a Compensation Policy therefore it is not clear what it relied on in making this award. Under this Service's Remedies guidance, £250 is on the lower end of what this Service may award in cases where the Ombudsman has found considerable service failure or maladministration, for instance where a complainant repeatedly has to chase responses and seek correction of mistakes, necessitating unreasonable level of involvement by that complainant, as in this case.
43. The landlord also advised the resident that it offered redress by installing new carpets at her property. This was a reasonable position

to take as the landlord does not have a repair obligation to install floor coverings and is not obliged to repair or replace floor coverings installed by tenants. Therefore, the installation of the carpet was over and above its obligation. The value of the carpet exceeds the amount that this Service would typically offer in cases where severe maladministration is found.

44. The resident has argued that the installation of the carpet should not be considered as redress. She has argued, moreover, that the landlord should cover costs that she and her representative experienced as a result of the flood and from staying away from her property as the fault for the flood lies with the landlord. It is not the role of this Service to make a technical assessment of the burst pipe or to determine whether a landlord has been negligent and whether it is liable for the resident's damaged belongings, damage to health and loss of opportunity; such matters are properly adjudicated on by either the resident's home insurers or the landlord's public liability insurers, or by the courts. The Ombudsman is concerned with assessing whether there was service failure by the landlord, taking account legislation, service standards and policies and procedures, and with considering redress has been offered for identified service failures.
45. This investigation has therefore focussed on how the landlord has responded having been put on notice of the flood. It has completed works to the property therefore bringing the resident to the position she would have been in had the leak not occurred, property-wise. There were delays in completing the repairs and poor workmanship which exacerbated the inconvenience caused to the resident and her time and trouble in pursuing her complaint. However, taking into account this Service's Remedies guidance, the landlord's offer of compensation and payment for new carpets constitutes redress which satisfactorily resolved the resident's complaint.

Complaints Handling

46. During her contact with the landlord there were instances when she advised that she wished to make a formal complaint. A landlord should accept a complaint unless there is a valid reason not to, as stated in this Service's Complaint Handling Code. If a landlord decides not to accept a complaint, a detailed explanation should be provided to the resident setting out the reasons why the matter is not suitable for the complaints process. In this case the landlord sought to resolve the complaint informally initially but did not confirm its understanding of the complaints being raised at the time nor explicitly made clear the approach it was taking including why it would not be sending formal complaint responses at that time. This was not in line with good complaints handling.
47. The landlord on 3 September 2020 advised that it would now be registering a formal complaint which was appropriate given the resident's ongoing dissatisfaction with the progress of the

works. However, again, it did not define or seek to confirm with the resident the complaint to be investigated. It therefore did not take the necessary steps to fully understand the resident's complaint and provide clarity in its complaints handling.

48. When the landlord responded to the resident's complaint it noted in a general sense that the resident had complained about the unprofessional behaviour of contractors but did not address the details of the complaints that had been raised, thereby missing the opportunity to resolve this aspect of the resident's complaint. It is also noted that the resident, when writing to the landlord on 20 October 2020, reiterated her complaint that her post had been opened by contractors and that her tumble dryer had been broken by an operative. There is no evidence that the landlord considered these aspects of the resident's complaint at any point. This constituted another omission on its part in its complaints handling.
49. Having raised a complaint the landlord advised that it would send the response after works had been completed. There was good reason for this insofar as the landlord could then assess the complaint, and the extent of any service failure as a whole. However, it was unreasonable that the landlord insisted that it would send the response after the window works were completed. This is because the resident was primarily concerned about the internal condition of the property and when she could move back. The window repair was separate and the resident in fact advised that she was not complaining about the handling of the window repair. As a result, the resident was inconvenienced by having to wait longer for the Stage 1 complaint response.

Determination (decision)

50. Paragraph 55(b) of the Housing Ombudsman Scheme states that "at any time, the Ombudsman may determine the investigation of a complaint immediately if satisfied that the member has offered redress to the complainant prior to investigation which, in the Ombudsman's opinion, resolves the complaint satisfactorily. This will result in a finding of 'reasonable redress'".
51. In accordance with paragraph 55(b) of the Housing Ombudsman Scheme, the landlord has offered the resident reasonable redress that satisfactorily resolves her complaint about its response to her report of flooding in the property following a burst bathroom pipe and the amount of compensation offered.
52. In accordance with paragraph 54 of the Housing Ombudsman Scheme, there was service failure in the landlord's complaints handling.

Reasons

53. The landlord has completed works to the property therefore bringing the resident to the position she would have been in had the leak not occurred. There were delays in completing the repairs and poor workmanship which exacerbated the inconvenience caused to the resident and her time and trouble in pursuing her complaint. However, taking into account this Service Remedies guidance, the landlord's offer of compensation with its payment for new carpets constitutes redress which satisfactorily resolved the resident's complaint.
54. There were failings in the landlord's complaints handling insofar as:
- a. the landlord sought to resolve the complaint informally initially but did not confirm its understanding of the complaints being raised at the time nor explicitly made clear the approach it was taking, including why it would not be sending formal complaint responses at that time.
 - b. when the landlord registered a formal complaint, it did not take the necessary steps to confirm its understanding of the resident's complaint and therefore to provide clarity in its complaints handling.
 - c. the resident was inconvenienced by having to wait for the completion of the window works before the landlord investigated her formal complaint.
 - d. The landlord when responding to the resident's formal complaint did not consider the particular details of the conduct of staff and contractors that had been complained of, thereby missing the opportunity to resolve this aspect of the resident's complaint. With regards to the resident's complaint that post had been opened and that her tumble dryer had been broken by operatives, these issues were not considered at any stage which was another omission.

Orders and recommendations

55. The landlord is ordered to within the next four weeks to:
- a. Pay the resident £100 in respect of the distress and inconvenience, and time and trouble she experienced as a result of the failures in its complaints handling.
 - b. Write to the resident to confirm whether it considered her reports of her post being opened and her tumble dryer being broken by operatives at the time. The landlord should also make clear its current position on these matters.
56. The landlord is to arrange a pipe survey/assessment to be carried out as soon as possible (within the next four weeks) and to arrange repair/replacement works according to the outcome.

REPORT TO:	Housing and Wellbeing Committee - 6 December 2022
SUBJECT:	Housing Revenue Account - Revised Budget 2022/23
LEAD OFFICER:	Carolyn Martlew – Interim Group Head of Finance & Section 151 Officer
LEAD MEMBER:	Councillor Jacky Pendleton
WARDS:	All
CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION: Delivering the Right Homes in the Right Places	
DIRECTORATE POLICY CONTEXT: The Council's Budget 2022/23 was approved by Full Council in March 2022	
FINANCIAL SUMMARY: <p>The purpose of the report is to consider the projected outturn for the Housing Revenue Account (HRA) in order to make recommendations to the Policy and Finance Committee and Full Council for a revised revenue budget for 2022/23. The HRA is projected to go below a critical balance at 31 March 2023 unless the corrective actions recommended in the report are adopted. The proposed changes, which mainly relate to the financing of capital expenditure should result in an estimated outturn balance of a minimum of £600k. Additional ways of changing capital financing and accounting will continue to be explored with the Council's external auditors as part of the Accounts Closure process for 2022/23.</p>	

1. PURPOSE OF REPORT

- 1.1. The purpose of this report is to enable members of the Housing and Wellbeing Committee to consider the financial position in relation to the Housing Revenue Account before consideration at Policy and Finance Committee and approval by Full Council at its meeting on 18 January 2023.

2. RECOMMENDATIONS

- 1.2. The Housing and Wellbeing Committee agree the Revised HRA Revenue Budget set out in Appendix 1; and
- 1.3. The Housing and Wellbeing Committee request the Policy and Finance Committee to review the changes to the HRA budget prior to approval by Full Council.

2. EXECUTIVE SUMMARY

- 2.1. The report analyses the key the issues that have led to the anticipated overspend and the resulting depletion of the HRA balance by 31 March 2023 unless the recommended action is taken. The report requests that the committee recommends a revised budget for approval by Full Council.

3. DETAIL

- 3.1. The Council approved a Housing Revenue Account (HRA) deficit budget of £1.396m for 2022/23. Since the start of the financial year the situation has deteriorated with significant budget pressure on both repairs budgets (additional £2m) and supervision and management budgets (this includes the housing transformation programme and CIVICA ICT project).
- 3.2. The budget for 2022/23 assumed significant revenue contributions to finance capital expenditure and an additional contribution to the Major Repairs Reserve to finance the 2022/23 HRA capital programme, which is not required due to slippage in the capital programme.
- 3.3. The capital element of the CIVICA ICT/ transformation programme (including the requested increase and agreed increases to the programme during 2022/23) has been reprofiled. It is assumed that the capital expenditure relating to 2022/23 will be financed through other sources of capital finance than originally planned. This will result in a reduction in revenue spend of (£933k) for 2022/23. However, it should be noted that there remains pressure on the capital budget for 2023/24 and future years which must be funded.
- 3.4. The proposed changes to the revenue budget for 2022/23 are summarised in the table below:

	£'000	£'000
Additional Expenditure on Repairs	2,003	
Additional Expenditure on Supervision and Management	600	
Shortfall in income	227	
Other	(3)	
Total estimated additional net expenditure		2,827
Changes in Capital Financing		(933)
Total Additional Estimated Net Expenditure 2022/23		1,894

- 3.5. The additional net expenditure of £1.894m results in an estimated outturn deficit of £3.290m.

The HRA Reserve Movement estimated outturn 2022/23 is summarised in the table below:

	Original Budget £'000	Revised Budget £'000
Opening Balance 1 April 2022	4,921	3,891 *
Movement in Reserve for 2022/23	(1,396)	(3,290)
HRA Balance at 31 March 2023	3,525	601

* Excludes HRA Major Repairs Reserve balance of 1 April 2022 £2,886k (capital reserve)

The original budget shows the estimated HRA opening balance on 1 April 2022. The revised budget for 2022/23 reflect the actual opening balance (Revenue and Capital Outturn Expenditure 2021/22 report to the Policy and Finance Committee on 6 September 2022).

- 3.6. The revenue expenditure of the HRA will continue to be examined for areas that meet the definition of capital expenditure. Currently an additional £200k is under consideration to be capitalised for compartmentation. The Housing Revenue Account has its own business plan and financial model. It is vital that these are updated to ensure the affordability of these changes in the capital financing recommended in this report.

4. CONSULTATION

- 4.1. No consultation has been undertaken with external bodies.

5. OPTIONS / ALTERNATIVES CONSIDERED

- 5.1. Alternative options are not available, failure to act on the recommendations will result in failure of the HRA.

6. COMMENTS BY THE INTERIM GROUP HEAD OF FINANCE/SECTION 151 OFFICER

- 6.1. The HRA balance is at a critically low level. The HRA budget for 2023/24 and future years will be under increased pressure to fund the changes in capital expenditure.
- 6.2. The planning to bring repairs expenditure under control is critical for the long term financial sustainability of the Housing Revenue Account.

7. RISK ASSESSMENT CONSIDERATIONS

7.1. The report identifies significant risks to the future of the HRA which must be brought under control as part of the HRA Business plan and future budgets.

8. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER

8.1. The Housing Revenue Account is a separate account that all local authorities with housing stock are required to maintain. This account contains all transactions relating to local authority owned housing. The Local Government and Housing Act 1989 prohibits the Council operating its HRA at a deficit. The Council has a legal duty to ensure its expenditure can be met by its income, inclusive of reserves. The proposed balanced budget meets this obligation.

For items 10 – 17 below, there are no direct impacts arising from this report.

9. HUMAN RESOURCES IMPACT

10. HEALTH & SAFETY IMPACT

11. PROPERTY & ESTATES IMPACT

12. EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE

13. CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE

14. CRIME AND DISORDER REDUCTION IMPACT

15. HUMAN RIGHTS IMPACT

16. FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS

CONTACT OFFICER:

Name: Carolin Martlew

Job Title: Interim Group Head of Finance and Section 151 Officer

Contact Number: 01903 737558

BACKGROUND DOCUMENTS:

Budget Book 2022/23

Housing Revenue Account Budget Summary

Actual 2021-22 £'000	Description	Original Budget 2022-23 £'000	Revised Budget 2022-23 £'000
Expenditure			
5,896	Supervision and management	5,534	6,134
5,514	Repairs and maintenance	5,181	7,184
3,091	Financing of capital expenditure	5,851	4,918
5,010	Net loan charges	2,785	2,785
19,511	Total Expenditure:	19,351	21,021
Income			
(16,228)	Rents (dwellings, garages, hostels, other property)	(17,286)	(17,059)
(683)	Charges for services and facilities	(641)	(644)
(2)	Interest on Balance Payable / (Receivable)	(28)	(28)
(16,913)	Total Income:	(17,955)	(17,731)
2,598	HRA (surplus) / deficit	1,396	3,290
Housing Revenue Account Reserves			
(6,489)	Balance brought forward	(4,921)	(3,891)
2,598	HRA (surplus) / deficit	1,396	3,290
(3,891)	Balance carried forward	(3,525)	(601)

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Arun District Council

REPORT TO:	HOUSING & WELLBEING COMMITTEE – 6 DECEMBER 2022
SUBJECT:	KEY PERFORMANCE INDICATORS 2022-2026 – QUARTER 2 PERFORMANCE REPORT FOR THE PERIOD 1 APRIL 2022 TO 30 SEPTEMBER 2022.
LEAD OFFICER:	JACKIE FOLLIS, GROUP HEAD OF ORGANISATIONAL EXCELLENCE
LEAD MEMBER:	COUNCILLOR JACKY PENDLETON
WARDS:	N/A
CORPORATE PRIORITY / POLICY CONTEXT / CORPORATE VISION: The Key Performance Indictors support the Council's Vision and allows the Council to identify how well we are delivering across a full range of services.	
DIRECTORATE POLICY CONTEXT: This report is produced by the Group Head of Organisational Excellence to give an update on the Q2 Performance outturn of the Key Performance Indicators.	
FINANCIAL SUMMARY: Not required.	

1. PURPOSE OF REPORT

- 1.1. This report is to update the Committee on the Q2 Performance Outturn for the Key Performance Indicators (KPIs) which make up the Corporate Plan, for the period 1 April 2022 to 30 September 2022. The process is described in section 4. of this report.

2. RECOMMENDATIONS

- 1.2. As this report is an information paper, there are no recommendations for the Committee to consider. This report is to be taken as read only with Members having the opportunity to ask questions at the meeting on service performance. Members can also submit questions or comments on the indicators relevant to their Committee and these will be considered by the Policy and Finance Committee on 13 December 2022.

2. EXECUTIVE SUMMARY

- 2.1. This report sets out the performance of the Key Performance indicators at Quarter 2 for the period 1 April 2022 to 30 September 2022.

3. DETAIL

- 3.1. The Council Vision 2022-2026 was approved at Full Council in March 2022. To support the Vision we need a comprehensive and meaningful set of performance measures which allow us to identify how well we are delivering across a full

range of services. Two kinds of indicators were agreed at the Policy and Finance Committee on 17 March 2022. The first of these are annual indicators and will primarily update the progress against strategic milestones. In addition to this 'key performance indicators' (KPIs) will be reported to committees every quarter. These KPIs are known as our Corporate Plan.

- 3.2. A short report and appendix will go to each of the other Committees in the cycle of meetings after each quarter has ended. This appendix will only contain the indicators which are relevant to each Committee.
- 3.3. A full report showing quarterly performance against all indicators (which are measured at that quarter) will go to the relevant Policy and Finance Committee meeting at the end of the cycle of the other Committee meetings. Members of the other Committees will be able to give comments or ask questions of officers about the KPI indicators that are relevant to their Committee and these can be referred to the Policy and Finance Committee for consideration if deemed necessary.
- 3.4. The Committee meetings that will receive Q2 KPI reports are as follows:

Committee meeting dates	Indicators to receive report on
Corporate Support Committee - 10 November 2022	9 (CP1, CP2, CP3, CP4, CP5, CP6, CP7, CP8, CP9)
Environment Committee - 17 November 2022	10 (CP12, CP13, CP37, CP38, CP39, CP40, CP22, CP23, CP24, CP25)
Economy Committee - 22 November 2022	2 (CP41, CP42)
Planning Policy Committee - 24 November 2022	1 (CP36)
Planning Committee – 30 November 2022	10 (CP26, CP27, CP28, CP29, CP30, CP31, CP32, CP33, CP34, CP35)
Housing & Wellbeing Committee - 6 December 2022	8 (CP11, CP15, CP16, CP17, CP18, CP19, CP20, CP21)
Licensing Committee – 9 December 2022	1 (CP14)
Policy & Finance Committee - 13 December 2022	41 indicators - not CP10 (only at Q4)

- 3.5. This is the second quarterly report covering performance from 1 April 2022 to 30 September 2022 and will cover only those indicators that are due to be measured at this point.
- 3.6. Thresholds are used to establish which category of performance each indicator is within.

	Achieved target	100% or above target figure
	Didn't achieve target but within 15% range	85%-99.9% below target figure
	Didn't achieve target by more than 15%	85% or less target figure

- 3.7. There are 42 Key Performance indicators. 8 of these indicators are reportable to the Housing and Wellbeing Committee.

- 3.8. This report gives the status of all indicators at Q2. Appendix A gives full commentary for each indicator. This appendix shows the figures and commentary for both Q1 and Q2 and a column which shows the direction of travel of the status for each indicator.

Status	Number of Key Performance indicators in this category
Achieved target	4
Didn't achieve but within 15% range	2
Didn't achieve target by more than 15%	1
No data available	1
TOTAL	8

- 3.9. No data available: 1 Key Performance Indicators did not have its data available at Q2:

4.10.1 **CP19** - Number of Housing Register applications activated 'live' within 15 working days upon receipt of all verification documents - Unable to provide data - will be available with new housing management system.

- 3.10. The table at 4.4 sets out the reporting structure for Q2 KPIs. Members will see that relevant indicators have been presented to the listed committees prior to this meeting. A separate appendix will be presented to the Policy and Finance Committee, should any items be forwarded on from the other Committees.

4. CONSULTATION

- 4.1. No consultation has taken place.

5. OPTIONS / ALTERNATIVES CONSIDERED

- 5.1. To review the report
5.2. To request further information and/or remedial actions be undertaken

6. COMMENTS BY THE GROUP HEAD OF CORPORATE SUPPORT/SECTION 151 OFFICER

- 6.1. None required.

7. RISK ASSESSMENT CONSIDERATIONS

- 7.1. None required

8. COMMENTS OF THE GROUP HEAD OF LAW AND GOVERNANCE & MONITORING OFFICER

- 8.1. None required

9. HUMAN RESOURCES IMPACT

- 9.1. Not applicable.

10.HEALTH & SAFETY IMPACT

10.1. Not applicable.

11.PROPERTY & ESTATES IMPACT

11.1. Not applicable.

12.EQUALITIES IMPACT ASSESSMENT (EIA) / SOCIAL VALUE

12.1. Not applicable.

13.CLIMATE CHANGE & ENVIRONMENTAL IMPACT/SOCIAL VALUE

13.1. Not applicable.

14.CRIME AND DISORDER REDUCTION IMPACT

14.1. Not applicable.

15.HUMAN RIGHTS IMPACT

15.1. Not applicable.

16.FREEDOM OF INFORMATION / DATA PROTECTION CONSIDERATIONS

16.1. Not applicable.

CONTACT OFFICER:


Name: Jackie Follis

Job Title: Group Head of Organisational Excellence

Contact Number: 01903 737580

BACKGROUND DOCUMENTS: *None*

No.	Indicator	Council Vision Theme	Service Committee	CMT Member	Frequency data collected	Assess by	Target 2022-2026	June 22 Outturn - Q1 (April-June)	Q1 Status	September 22 Outturn - Q2 (April-Sept)	Q2 Commentary	Q2 status	Improved or not since Q1 figure (Q2 compared to Q1)
CP11	Number of Visits to Council Leisure Centres	Improving wellbeing of Arun	Housing & Wellbeing	Philippa Dart	Monthly	Higher is better	956, 650	299,413	Achieving	579,768	Cumulative figure to date (April-September) is 579,768	Achieving	Up by 280,355 visits ↑
CP15	Time taken to process Housing/Council Tax Benefit new claims and changes in circumstances	Improving wellbeing of Arun	Housing & Wellbeing	James Hassett	Monthly	Lower is better	8 days	3.6 days	Achieving	4.2 days	On target. The Q2 figure is year to date from April-September 4.2 days.	Achieving	Down by 0.6 days ↓
CP16	Average days to re-let all properties (key to key) excluding major voids	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Monthly	Lower is better	Q1 70 Q2 60 Q3 50 Q4 40	75 Days	Not achieving but within 15% range	84 days	In September we had 16 new voids and re-let 19, bringing the number of active voids down to 30. There are an additional 15 void properties which are awaiting Development decisions, prior to re-letting	Not achieving	Down by 9 days ↓
CP17	Of homeless cases owed a prevention duty, % successfully resolved	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Quarterly	Higher is better	55%	51%	Not achieving but within 15% range	58%	We have changed our focus of private sector offers to those owed prevention or relief duties rather than main duty, which has impacted our performance. We are also utilising our DHP funding to prevent homelessness.	Achieving	Up by 7% ↑
CP18	Of homeless cases owed a relief duty, % positively relieved	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Quarterly	Higher is better	35%	31%	Not achieving but within 15% range	35%	We have changed our focus of private sector offers to those owed prevention or relief duties rather than main duty, which has impacted our performance.	Achieving	Up by 4% ↑
CP19	Number of Housing Register applications activated 'live' within 15 working days upon receipt of all verification documents	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Quarterly	Higher is better	75%		No data available	No data available	Unable to provide data - will be available with new housing management system	No data available	No data available
CP20	Rent collected as a proportion of rent owed (dwellings)	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Quarterly	Higher is better	97%	96.29%	Not achieving but within 15% range	94.31%	Below target: Consistent management continues to be applied to rent accounts. Where applicable, direct payments are applied for from the DWP together with payments towards arrears. Arrears procedures are followed. A large number of outstanding arrears are those tenants in receipt of Universal Credit.	Not achieving but within 15% range	Down by 1.98% ↓

No.	Indicator	Council Vision Theme	Service Committee	CMT Member	Frequency data collected	Assess by	Target 2022-2026	June 22 Outturn - Q1 (April-June)	Q1 Status	September 22 Outturn - Q2 (April-Sept)	Q2 Commentary	Q2 status	Improved or not since Q1 figure (Q2 compared to Q1)
CP21	Percentage of non-emergency repairs completed within 20 working days	Delivering right homes in right places	Housing & Wellbeing	Philippa Dart	Quarterly	Higher is better	90%	24.00%	Not achieving	85%	Our figures are 1 month in arrears, the actual figure is likely to decrease when it becomes available. We are continuing to work with OPSL to improve their performance and have seen an improvement month on month.	Not achieving but within 15% range	Up by 61% 

Updated on 17 Nov 2022

HOUSING & WELLBEING COMMITTEE	<u>Date of Meeting</u>	<u>Time</u>	<u>Full Council Meeting Date</u>
Special Housing & Wellbeing Committee ALC Wet Change Remodelling Works Community Wardens (Bognor Regis)	12 Sep		
Age UK Activities for Older people in Arun Community Engagement Project Update Community Transport Plan Safer Arun Partnership Update Resident Engagement Strategy Homelessness Strategy Homelessness Grant Funding Fire Safety Policy Council Tax, Council Tax Insolvency Write	6 October	6pm	10 Nov

Updated on 17 Nov 2022

Offs & Business Rates Insolvency			
HOUSING & WELLBEING COMMITTEE Extraordinary Meeting	<u>Date of Meeting</u>	<u>Time</u>	<u>Full Council Meeting Date</u>
Cost of living	3 Nov		
HOUSING & WELLBEING COMMITTEE	<u>Date of Meeting</u>	<u>Time</u>	<u>Full Council Meeting Date</u>
VAAC Presentation	6 December	6pm	12 Jan
Housing Ombudsman Complaint Determinations			
HRA Business Plan Update			
Leisure Report			
Council Tax Write Offs			
Insolvency Council Tax Write Offs			
Housing Benefit Overpayments			
HOUSING & WELLBEING COMMITTEE	<u>Date of Meeting</u>	<u>Time</u>	<u>Full Council Meeting Date</u>
Arun Wellbeing Programme Update	25 January	6pm	9 March

Updated on 17 Nov 2022

Sussex Police Precept			
Arun Local Community Network Progress Report			
Artwork Project Update			
Council Tax Reduction Scheme			
Housing Ombudsman Complaint Handling Code & Self-Assessment			
Committee Revenue and Capital Budgets 2023/2024			

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