

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 sever 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.

