

# Housing Ombudsman Service

## REPORT

*COMPLAINT 202206417*

*Arun District Council*

*30 July 2024*

## **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 handling of the resident's reports of a leak in his property.
  - b. The landlord's handling of the resident's reports of damp and mould in his property.
  - c. The landlord's complaint handling.

## **Background**

2. The resident has an assured tenancy with the landlord. The property is a 1 bedroom, second floor flat in a property owned by the landlord. There are no properties above the resident and the building has leaseholders living within it. Through the course of the complaint, the landlord was made aware of the resident's mental health issues. The landlord has not made clear to the Ombudsman if it has noted the resident's health as a vulnerability in its records.
3. The resident reported a leak from the ceiling at his property on 30 December 2020. He told the landlord he was disabled, and it was making him "poorly." The resident reported the leak again on 8 January and the landlord arranged an inspection the same day. An inspection was completed on an unknown date raising repairs to the tiles, felt, flashing, brickwork, and soakers. The respective repair was completed on 9 June 2021. The resident also complained to the landlord during this period, on 8 April 2021. The landlord would later admit it never responded to this complaint.
4. On 4 October 2021, the resident reported a leak from his ceiling, which was entering his plug sockets. The landlord inspected the property on 5 October

finding 3 leaks inside the property, including a leak in the communal doorway and a leak in the hallway. It was told by its contractor on 12 October that a temporary fix could not be completed. On 2 December it told the resident it had requested a tender for the roof repairs and was waiting for a response.

5. Following intervention from the Ombudsman the landlord provided its stage 1 complaint response to the resident on 2 August. It stated the following:
  - a. The resident was “justified” in making a complaint explaining the repair delay was due to a manager arranging the repairs who “left and failed to pass works over.” It offered £500 compensation due to the high impact on the resident.
  - b. It told the resident it needed to put further work out to tender. It also said it needed to consult with leaseholders under Section 20. It advised this process would take 3 months to conclude and work should begin in 4 to 5 months.
  - c. It confirmed once repairs were complete it would “assess the damage” at the resident’s property and look at redecoration. The resident escalated his complaint on 16 August 2022. The landlord responded informally on 7 September and revised its compensation offer to £1000 to cover the cost of damage to the resident’s carpets.
6. On 25 January 2023, the resident said he had been living away from the property during the winter due to “the leak and mould”. He raised a further complaint on 26 January. He was “disillusioned” that the landlord had taken no action to repair the roof. He said his “mental health was suffering.” The landlord provided a further stage 1 response on 9 February. It said it needed to consult with leaseholders and “issue works for pricing.” It said it could advise the resident of a start date in March. It offered the resident a further £250 compensation for “distress suffered through the process.” The resident escalated his complaint on 10 February and the landlord responded with its stage 2 response on 3 April. It apologised for its lack of communication regarding the roof and provided a new point of contact who would contact him fortnightly. It estimated work to repair the roof would start in June or July. It informed him it would arrange for a contractor to complete short-term repairs in his property in the meantime. It offered a further £250 compensation for distress, inconvenience, and poor communication. It also offered a further £100 for time and trouble for the resident.
7. The resident raised a further complaint on 1 August 2023. He said the landlord never kept him up to date and he was “going into another winter with damp mouldy conditions.” The landlord responded with its stage 1 response on 15 August. It apologised it had not contacted him fortnightly. It said the roof repair was to begin in September 2023. It offered further compensation of £250. The

resident escalated his complaint on 15 August. He was concerned the landlord had promised and failed to complete repairs to the roof over 3 years. It provided its stage 2 complaint response on 15 September. It said the compensation it offered on 15 August was fair. It was focused on its failings and how to improve and had changed contractor to improve its repairs service. It acknowledged its complaints process had “let the resident down” and it had introduced a new complaints policy in 2023.

8. The landlord replaced the roof on 20 October 2023. However, the resident reported a further leak and flooding at his property on 2 November 2023. It is believed repairs to repair the coping stones on the roof were completed at the end of May 2024. The resident confirmed to the Ombudsman on 17 June he was happy with the outcome of repairs to his ceiling, which had followed the roof repairs. The Ombudsman accepted the resident’s complaint for escalation on 18 March 2024. At this point, the roof repair was not complete. The resident said he had lived with “4 years of unacceptable failures” and his son had not been able to visit him during the whole period due to the leak. He said he was housebound and had to breathe in black mould spores. He also said his kitchen had flooded 10 times and smelt during the winter.

## **Assessment and findings**

### *Scope of assessment*

9. Whilst this service is an alternative to the courts, it is unable to establish legal liability or whether a landlord’s actions or lack of action have had a detrimental impact on a resident’s health. Nor can it calculate or award damages. The Ombudsman is therefore unable to consider the personal injury aspects of the resident’s complaint. These matters are better suited to consideration by a court or via a personal injury claim.
10. The resident stated that the leak affecting his property has been ongoing for over 10 years. The Ombudsman appreciates that this may be a longstanding issue, however, it would not be effective for the Ombudsman to consider events dating back 10 years. The records may not be available, memories fade and staff members may have come and gone. As a general principle, the Ombudsman will consider complaints which have been raised within a reasonable time of the events occurring. For this reason, the Ombudsman’s investigation does not consider any specific events before December 2020, which is when the landlord’s complaint response of 2 August 2022 considers events from.
11. The concerns raised by the resident with the Ombudsman spanned 5 separate complaint responses over 3 complaint processes from the landlord between 2 August 2022 and 15 September 2023. In this instance, the Ombudsman will

consider all the complaints and responses. This is in the interest of natural justice and in accordance with the Ombudsman's Scheme and Complaint Handling Code.

12. The landlord's complaint response on 9 February 2023 addressed concerns about its handling of a gas safety check at the resident's property. This issue has not been considered in this report for several reasons. The resident did not escalate the issue with the landlord. He also did not raise this as a relevant issue for investigation during correspondence with the Ombudsman. Any reference to the gas safety inspection contained within this report is included for contextual purposes only.

*The landlord's handling of the resident's reports of a leak in his property.*

13. The landlord's Repairs Handbook confirms it is responsible for a leaking roof, fascias, soffits, gutters, brickwork, and render. Its 'Housing Service Standards' document that was in place at the time confirms it will be "sensitive to individual needs" and will deal with "all enquiries in a fair and equal manner." It aims to ensure that "at least 95% of all reactive repairs are completed within contractual timeframes." Its categorisation and timeframes are as follows:
  - a. Emergency repairs – to be carried out within 2 hours or made safe and full repairs carried out at a later date.
  - b. Next Day – within 24 hours.
  - c. Urgent repairs – within 5 working days.
  - d. Routine repairs – within 20 days.
  - e. An 'Emergency Repair' is 'where there is a risk of personal injury or severe damage to property. This is to "remove immediate risk to people, avoid flooding or major damage to a property or to make the property secure.
14. The landlord's Repairs Handbook confirms after a repair is reported it will take the following steps: If the repair is the landlord's responsibility, it will record the details of the repair. It will confirm an appointment date and time and the contractor's name with the resident. It states it may need to inspect the property before carrying out a repair. The handbook states major repairs are high value, need items to be made or include scaffolding. It says the "timescale will depend on the nature of the work involved."
15. Section 20 of the Landlord and Tenant Act 1985 is a law that requires housing providers to consult with tenants before carrying out major works and associated costs that affect their homes. The consultation requirements of Section 20 apply to works that will cost an individual leaseholder more than £250 or more than £100 per year. Works can include repairs, maintenance,

improvements, and other work that could have a significant impact on the value of the property or the tenant's quality of life.

16. The resident reported water running into his flat on 30 December 2020. He said he was "collecting water in pots and pans" and was disabled and it was "making him poorly." It is unclear what action the landlord took at this point. The Ombudsman can find no evidence of the landlord logging the repair or taking action. It failed to act in accordance with its Repairs Policy in this regard. It did not treat the issue as an emergency which it should have done due to the risk of flooding and damage. The resident reported the leak again on 8 January 2021 seemingly due to the inaction up to this point from the landlord. The landlord acted quickly and on the same day arranged an inspection to see if it could complete a temporary fix. It is unclear on the outcome of this investigation, however, including whether the landlord took any steps to make the property safe.
17. There is no evidence that any action took place until 24 March 2021 when the landlord approved scaffolding to be erected to the rear of the property. The resident chased the repair on 12 April 2021 and the landlord arranged for the contractor to attend on the same day. However, at this point no scaffolding had been erected, making a contractor visit ineffective. Scaffolding was erected at the rear of the property in error on 15 April 2021 but was later moved to the front of the property. This highlights an error in the landlord's information management.
18. The contractor completed its inspection on 22 April 2021. This took 80 working days from the initial report of 30 December 2020. On 29 April 2021, the contractor determined work was needed to repoint flashing, water seal brickwork, and refix soakers. It completed the repair on 9 June 2021, and this was equivalent to 112 working days. Although it is acknowledged scaffolding needed to be approved and erected the repair was not completed promptly. This caused inconvenience and distress to the resident, who was left managing the impact of the leak in his property. The repair is considered to have been successful as there were no further reports from the resident for some time following this. The landlord also made good the interior of the property in an appropriate timescale, on 14 June 2021.
19. The resident made a further report of a leak to his roof on 4 October 2021. He said water was running into electric sockets. The landlord acted in accordance with its Repairs Policy by raising an inspection the same day and making the property safe. Its contractor found the following day leaks were coming from the building's coping stones and drip trays and not from the tiled roof. It stated that "full scaffolding" was needed to assess the extent of materials that were needed for the repair.

20. Between 12 and 15 October 2021 the landlord showed concern for the impact the issue was having on the resident. It asked for its contractor to complete a temporary fix but was told this was not possible. It then asked its contractor to further diagnose the issue as it was “only guessing” and showed “no concern” for the resident. It acted quickly in trying to resolve the repair and on 5 November updated the resident. It said rather than putting scaffolding up it would go “straight to tender.” It said 4 contractors had until 19 November to return their tender submissions. This was all appropriate action to take and managed the resident’s expectations.
21. The landlord failed to appropriately manage its tender process with prospective contractors. It did not obtain tender bids by 19 November 2021 as it had previously advised the resident, the reason for this is unclear. It stated internally on 2 December it was likely to receive bids by January 2022. This caused further delay to the process it had put in place to expedite the process.
22. From 2 December 2021 to 12 July 2022 there is no evidence the landlord took any action to address the leak. It is unclear if it obtained tender bids during this period. There is no evidence of it communicating with or updating the resident on the matter. This caused uncertainty, distress, and inconvenience to the resident. He was left by the landlord to manage the leak in his property himself. The landlord apologised for this inaction on 12 July and 2 August 2022. It explained this was due to a manager leaving its employment and they “did not pass the work on.” This highlights its failures in its record keeping and management of outstanding work during staff changeover. It never addressed this with the resident in any further responses to what it would do to address such circumstances in future. It offered compensation which will be assessed later in this report.
23. On 2 August 2022, the landlord appropriately outlined what works were required to complete the roof repairs. It explained it was obligated to complete Section 20 consultation with leaseholders for major works which would take 2 to 3 months. It appropriately advised the work to the roof should “commence in 4 to 5 months” This was accurate and in line with the landlord’s responsibility on the matter. Up to this point, no temporary repair had been completed in the resident’s property. He had been left to deal with the leak and any prospective damage caused himself. It would have been an appropriate juncture on 2 August 2022 for the landlord to revisit whether it could complete a temporary repair or offer support in the property to the resident. It failed to consider this, compounding the distress and inconvenience caused to him.
24. In accordance with the landlord’s reply of 2 August 2022 the Section 20 consultation should have been completed by November 2022 (3 months). The work to repair the roof should have started by January 2023. There is no evidence of either of these things having taken place. This further delayed any

chance of resolving the leak at the property. Furthermore, between 2 August 2022 and 9 February 2023, the landlord failed to communicate with the resident or update him on any progress with the roof repair. It appropriately offered a “managed move” for the resident on 7 December 2022 which he would ultimately decline on 4 January 2023. This was appropriate in supporting the resident during the winter months, which he told it he found more difficult at the property, due to cold and damp.

25. In its 9 February 2023 complaint response, the landlord explained its Section 20 consultation was due to end “next week”. However, it failed to explain why it had taken longer than the 2 to 3 months it had previously advised. It said it should be able to “advise of its position at the start of March (2023)” but did not update the resident following this. A visit was then arranged to the resident’s property on 21 March for the landlord to “evidence the extent of damage” as part of its investigation into the complaint of 10 February. It is unclear if it would have offered this without requiring it for its complaint response. This was the first time the Ombudsman can find evidence of the landlord offering such a visit. An inspection prior to this point could have prompted consideration for further support in the property. In any case, the resident rejected the visit and the landlord asked for photographic evidence instead.
26. In its stage 2 complaint response of 3 April 2023 the landlord acknowledged that its failure in communicating up to that point was due to uncertainty over which of its teams was responsible for communicating with the resident. It took the appropriate step of putting a member of its staff as the resident’s point of contact and promised this staff member would contact him every 2 weeks to update him. This supported managing the resident’s expectations and addressing his concerns about its failure to update him. It told him however Section 20 consultation was still outstanding. This caused confusion to the resident as it had told him on 9 February this would be complete by 19 February. The landlord should have explained by this point why this was still not complete. This also suggests there were inaccuracies with the information previously provided and its failure to manage the consultancy process.
27. In its reply of 3 April 2023, the landlord arranged for a specialist contractor to assess the resident’s property for “temporary repairs”. This was an appropriate step. The landlord tried to arrange this with the resident on 5 April, but he decided against this and wanted the roof fixed completely. This was the first evidence of the landlord offering this to the resident to support the management of the leak in his property. It was the resident’s prerogative not to accept this. Following this the landlord failed to communicate with the resident at all and not “every two weeks” as it had promised. This caused the resident further uncertainty, distress, and inconvenience. He raised a further complaint on 1 August as the landlord had “never once contacted him or kept him up to date.”



28. In its complaint response of 15 August 2023, the landlord acknowledged it had “failed to contact the resident as agreed due to a communications failure”. Acknowledging the failure was a positive step but it failed to identify any way to rectify this. It offered no information about what it would do to communicate with the resident moving forward or keep him updated. It did manage the resident’s expectations and said a contractor was now in place and a pre-site meeting would take place on 24 August. It said work was to start on the roof in September and had been delayed by the unavailability of roofing tiles. This seemed to contradict the landlord’s contact with the resident on 4 October 2021. At that point, the landlord said the leak had nothing to do with the roof but with the coping stones. This caused uncertainty and confusion for the resident.
29. The roof was later replaced by the contractor on 20 October 2023, and the Ombudsman has seen this was at significant expense. This also included the replacement of guttering, fascias and soffits. This would not rectify the leak in the resident’s property as on 2 November 2023 he reported his “kitchen was flooded from water ingress”. He told the landlord replacing the roof was a “waste of time and money and did not need completing.” This seems to be accurate as by 31 May 2024 the landlord had re-bedded coping stones and replaced flashing. This was the work it had stated as necessary on 4 October 2021. Its failure to consider this earlier delayed full resolution for the resident.
30. The resident reported the leak in his property on 4 October 2021. In total, the repair to make the building watertight took a total of 421 working days (equivalent to 606 calendar days). There was further delay in removing the scaffolding at the building by an unknown date, causing further inconvenience to the resident. The Ombudsman acknowledges the landlord had obligations to complete a Section 20 consultation and complete the tender process for works to begin. However, the time taken was wholly unreasonable and caused significant detriment to the resident over a prolonged period.
31. The resident confirmed to the Ombudsman on 17 June 2024 that internal works to “make good” the property had been completed by the landlord. This was in line with the landlord’s assertion from 2 August 2022 that it would assess the damage in his property and redecorate. This was completed in an appropriate timescale following the completion of the works on 31 May 2024.
32. The resident made clear to the landlord issues with his health from the beginning of the complaint on 30 December 2020 and consistently throughout. He would tell the landlord he was “disabled,” he had “severe mental health issues” and the leak was “making him poorly” and “housebound.” It failed to respond to the resident on each and every occasion that he mentioned how his health was being impacted. The resident’s reports about his health should have prompted it to act to resolve the leak as quickly as possible. Its failure to acknowledge his health concerns meant it was unable to do this.

33. On 11 March 2024, the landlord's safeguarding officer confirmed internally the resident was not known to them until the previous week when a safeguarding referral had been made. This is of deep concern as at no point did the landlord complete a risk assessment of the resident to ascertain his vulnerability in relation to the leak at his property. It offered a managed move in December 2022 due to the resident's vulnerability but there is no evidence of how it concluded this. This aside, the Ombudsman has seen at no point did the landlord offer the resident any support or signposting for support with his mental health. As shown the leak was prolonged and the landlord failed to understand the ongoing detriment this could cause to the resident's health. This was a failure across the landlord's policies in relation to equality and diversity specifically regarding "treating people fairly and with dignity."
34. In the landlord's internal email of 11 March 2024 its safeguarding officer raised the availability of further safeguarding training. This was an appropriate step to ensure the landlord's staff members can react to reported vulnerabilities in the future. The landlord will be ordered to complete a risk assessment of the resident and his property and take any appropriate action as a result.
35. In total the landlord offered compensation of £1750. It is believed the amount offered by the landlord was solely for the leak and its direct impact on the resident and not regarding damp and mould. This is further addressed in the damp and mould section of this report. The compensation offer of £1750 is broken down as follows:
- a. It offered £500 on 2 August 2022 due to the "high impact" on the resident. It would later increase this to £1000 on 7 September to include damage to the resident's carpets. This was in accordance with the landlord's Compensation Policy where the maximum it can offer is £500 where there is high impact to the resident and the landlord takes full responsibility. It offered a discretionary allowance to pay for the damage to the resident's carpets under the same policy.
  - b. It offered £250 on 9 February 2023 for the resident's "distress suffered through the process". It offered £250 on 3 April 2023 for general distress and inconvenience for its failure to communicate. It offered £250 on 15 August 2023 for its failure to communicate. Its offer of £250 on each of these occasions suggests the landlord viewed the failures as each "medium impact" or that it was "partially responsible". Neither of these are accurate as shown earlier in this report. The landlord was responsible for its failure to communicate and update the resident. The issues also caused more than a medium impact on the resident who suffered detriment in managing the leak over a prolonged period with little hope it would be resolved.

36. The Ombudsman finds the compensation of £500 offered for replacement of carpets to be appropriate. This was as it was at the resident's request and both parties were satisfied with the amount. The Ombudsman finds the remaining £1250 offered by the landlord to be insufficient. This is due to the total detriment caused to the resident and also for the following reasons:
- a. It was delayed in taking action on the resident's reports of a leak on 30 December 2020 and did not complete a repair until 9 June 2021. It failed to appropriately communicate with the resident throughout this period.
  - b. The overall time to complete the further necessary repairs to the roof between 4 October 2021 and 31 May 2024 was wholly inappropriate. This caused persistent and prolonged inconvenience and distress to the resident.
  - c. It failed to respond to the resident's concerns about his health on all occasions. It failed to offer any support other than one instance. It did not complete a risk assessment of the resident to understand any vulnerability and how it might alter its approach.
  - d. It consistently failed to act as it had agreed in its complaint responses. This included the dates on which its leaseholder consultation would be completed, its ongoing communication and its dates for starting roof repairs.
  - e. Its communication was wholly inefficient throughout the complaint. It only seemed to reply or update the landlord when it felt obligated to through its complaint responses.
  - f. The landlord provided contradictory information on 4 October 2021 and the repairs it would complete in October 2023. This caused confusion and uncertainty to the resident.
  - g. It left the resident to manage the leak in his property himself between 30 December 2020 and 5 April 2023, when he said he did not wish for this. It offered no support and did not consider an inspection even when prompted by the resident's contact. This was despite its awareness of the resident's health and the impact he said it was having on his health.
37. In summary the landlord failed to act in accordance with its Repairs Handbook for all the repairs required at the resident's property. It was delayed in fully completing the initial report of a leak on 30 December 2020 until 9 June 2021. It did not fully complete the further report of a leak on 4 October 2021 until 31 May 2024. It failed to sufficiently consider the resident's reports about the impact on his health or consider offering appropriate support until the resident refused temporary repairs on 5 April 2023. The failings above were exacerbated by the landlord's insufficient communication and focus only on the root cause of the issue and not the impact of the leak on the resident day to day. The resident was required on many occasions to chase the outcome himself whilst managing the leak at the same time.

38. The landlord in accordance with the occupancy agreement is required to keep in good repair the structure and exterior of the property. It failed to do so over a prolonged period which caused distress, inconvenience, and deterioration in the landlord/tenant relationship. In all circumstances the extent of the service failures identified in this case amount to severe maladministration. However, the actions taken by the landlord were steps in mitigating this and thus a finding of maladministration has been found.
39. Compensation of £2000 has been awarded as the landlord failed “promptly and effectively” to complete repairs. This includes the £1250 already offered by the landlord and the Ombudsman’s award amounts to an additional £750 in compensation. The £500 awarded to replace carpets will not be considered against this as this was reimbursement for the cost of new carpets and was actual financial loss for the cost. The resident and landlord were both satisfied with this award. The landlord failed to fully consider the time and trouble, anxiety, stress, and uncertainty it caused to the resident through its poor handling of the repairs to the property. Its offer of compensation was not proportionate to the failings identified by this investigation. Further orders will be made for the landlord to consider the failings identified in this report.

*The landlord’s handling of the resident’s reports of damp and mould in his property.*

40. The Housing Health and Safety Rating System (HHSRS) is a risk-based evaluation tool to help local authorities identify and protect against potential risks and hazards to health and safety from any deficiencies identified in dwellings. A landlord is obliged, in accordance with the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018, to ensure that a property is fit for human habitation and free from category 1 hazards. Landlords should also ensure that their staff, whether in-house or contractors, can identify and report early signs of damp and mould.
41. It is unclear if the landlord has a specific policy relating to damp and mould. If it does have such a policy, it has not made it available to the Ombudsman. The landlord’s handling of damp and mould does appear in part in its Repairs Handbook. This confirms the landlord is responsible for “severe condensation or mould on walls or ceilings.” The handbook also explains how to minimise condensation in the home, which can be responsible for causing damp and mould. It explains to report condensation or externally caused damp to the landlord.
42. The landlord’s website further clarifies examples of damp and mould as: black mould caused by condensation on windows or in the bathroom and rising damp. It confirms damp or mould should be reported to “housing repairs” and take the following action.

- a. It will gather more information on the report of damp and mould. It will share guidance on preventing damp and mould and request photos.
  - b. Send a letter to the resident with mould information. It will add the property to its internal tracker and raise an order for a damp inspection. A surveyor from a specialist company will then call the resident, discuss the issues, and causes and book an inspection.
  - c. During the inspection, the surveyor will take damp readings and review ventilation at the property. The surveyor will summarise the potential causes and remedies in a report. If no repairs are identified, the surveyor will talk through the causes and effects of damp and mould, giving advice. If repairs are required, the landlord will raise an order.
43. The first evidence of the resident reporting damp was on 16 August 2022 in his complaint escalation. He told the resident his property was “wet, damp and cold in winter.” He said this was due to “failings from the repairs team” and “poorly located radiators.” He chased this again on 2 September. In its response of 7 September, the landlord only focused on its compensation offer regarding the leak. There is no evidence it implemented the steps advised on its website when it receives a report of damp. If it was not going to follow these steps it should have made this clear to the resident, to manage his expectations. The landlord also never responded to the resident’s suggestion about moving the radiators. This was a realistic suggestion and could have helped to alleviate some of the damp issues, particularly in winter. Its failure to acknowledge this caused distress and inconvenience to the resident. It made him believe it was not taking the issue or the impact it was having on him seriously.
44. The landlord supported the resident with a “managed move” to a new property on 7 December 2022. It noted in its records the resident was “vulnerable with mental health issues aggravated by the property condition.” The resident would reject the move on 4 January 2023, which was his prerogative.
45. The first evidence of the resident reporting mould in his property was on 25 January 2023. This was when he was conversing with the landlord about a gas safety check at his property. He told the landlord he had to leave the property due to the “leak and mould” and had not responded to its requests to arrange the check as he had not been at the property to receive its correspondence. There is no evidence the landlord took any action in response to the resident’s reports. It is unclear if the landlord staff member who had this discussion with the resident had responsibility for raising repairs. It should have passed the resident’s concerns to a responsible staff member to follow the process as per its website. It should then have followed the steps advised of on its website when it receives a report of mould.

46. In his complaint of 26 January 2023, the resident repeated he was unable to stay at the property “due to damp and mould.” He also said his “mental health was suffering.” In its reply of 9 February, the landlord summarised the resident’s concerns. This included the delay in “resolving the roof repairs and the resulting damp and mould.” In its “findings” and “resolution” in its response it made no further reference to damp and mould and only focused on the leak at the property. It took no action regarding damp and mould following this. In its stage 2 response of 3 April, it told the resident it said it would send a specialist contractor. It said this was to complete “short-term repairs.” The Ombudsman has seen no evidence following this of an inspection of damp and mould at the resident’s property or any action to remedy the reported issue.
47. The resident would go on to report damp and mould in his property on the following dates:
- a. On 3 April 2023 he said mould was his “biggest concern” and the only way to stop it was fixing the roof. The landlord replied to this on 5 April but only in relation to its delay in completing the roof repair.
  - b. In his complaint of 1 August 2023, he said he was “tired of chasing to making his accommodation damp and mould free.” In its stage 1 complaint response, the landlord did not summarise damp and mould as a concern. It offered no response to this matter and took no action.
  - c. On 6 December 2023, the resident said he had moved out of the property again as his ceiling was “soaked in black mould”. He said his health had “gone downhill.” He told the landlord he was “disabled, had severe mental health issues and was living in a damp mouldy flat.” The landlord offered the option to move properties on 7 December. However, it did not suggest any action to investigate or alleviate the reports of damp and mould in his property.
48. As shown above the landlord had ample opportunity and reminders of its obligation to investigate or treat the reported damp and mould at the property. It should have investigated and completed any applicable treatment within a reasonable timeframe from 25 January 2023 but failed to do so. It failed to meet its obligations as identified on its website and in its Repairs Handbook. There is no evidence of it communicating with the resident specifically about damp and mould at all. This caused uncertainty and distress and caused him to believe it was not taking him seriously. As well as taking proactive action at the resident’s property, it could have advised the resident in managing damp and mould at his property. It could have considered providing dehumidifiers or directing him to its advice on its website. There is no evidence it did this.
49. The Ombudsman acknowledges the leak was a contributing factor to the reported damp and mould at the property. However, the landlord should have

taken appropriate steps to avoid or minimise damp and mould which are potential health hazards in line with the HHSRS. Landlords should be aware of their obligations under HHSRS and are expected to carry out additional monitoring of a property where potential hazards are identified. The landlord left the resident to manage the damp and mould at his property himself whilst it only focused on resolving the root cause. This caused him distress and inconvenience and made him feel it was not serious in supporting him with the issue on a day-to-day basis. The landlord will be ordered to ensure it further investigates the presence of damp and mould at the resident's property and completes treatment, as necessary.

50. The landlord should have prioritised any action on damp and mould at the property given its awareness of the resident's vulnerability. In particular as the resident persistently raised the effect on his health. As previously raised in assessing the leak, the resident left the property during each winter when the leak was present. He reported that damp and black mould increased due to the cold weather and said this was further affecting his health. The landlord's failure to act particularly during winter increased the potential impact on the resident's health.
51. The Ombudsman published a Spotlight Report on Damp and Mould – "It's not lifestyle" (October 2021). The landlord should self-assess against the recommendations in the report considering what revisions to make to its approach considering the findings of this investigation. On 7 September 2023, the government published guidance on understanding and addressing the health risks of damp and mould in the home. The Ombudsman will recommend that the landlord reviews this guidance and uses this to help inform its approach to damp and mould.
52. In its complaint responses of 9 February 2023, 3 April, 15 August, and 15 September the landlord failed to offer compensation specifically relating to its approach to damp and mould at the resident's property. It did offer compensation in relation to "general distress, inconvenience and failure to communicate." As it never acknowledged its management of damp and mould at the property in any of its complaint responses it is believed its awards of compensation were not in relation to this matter and have been apportioned elsewhere for the purposes of the Ombudsman's consideration of how the landlord used its complaint procedure to put issues right for the resident. The landlord should have considered offering compensation for the following failures:
  - a. It failed to respond to the resident's concerns he would be heading into winter 2022 and 2023 with damp and cold conditions. Although it offered a managed move in 2022 it took no other steps in the interim or when the resident rejected the move.

- b. It failed to respond to the resident's reports of damp and black mould on 25 and 26 January 2023, 3 April, 1 August, and 6 December. It failed to enact its procedure (in accordance with its website) when it receives reports of either.
  - c. It failed to investigate the damp and mould at the property at any point. It also did not take the resident's request to move his radiators seriously.
  - d. It failed in its obligations in its Repairs Handbook to investigate and repair damp and mould in its property. Furthermore, it failed in its obligations under HHSRS to minimise the risk and hazard of damp and mould.
  - e. It failed to acknowledge the resident's health and vulnerability were contributing factors to the impact of damp and mould on him. It should have prioritised any investigation and remedial work because of this.
  - f. Its complaint responses failed to acknowledge the resident's concerns about damp and mould. The resident complaining about the matter should have instigated the landlord to act, but it failed to do so. As a result, it failed to consider compensation on the matter.
53. In summary the landlord failed to act in accordance with its Repairs Handbook and guidance on its website for managing damp and mould. It was aware of the resident's vulnerabilities yet failed to respond to the resident's concerns about damp and mould even when he highlighted the impact it was having on health. The failings above were exacerbated by the landlord's insufficient communication and focus only on the root cause of the issue and not the impact of the damp and mould on the resident day to day. The resident was required on many occasions to chase the outcome himself whilst managing the damp and mould at the same time.
54. The landlord in accordance with the occupancy agreement will "undertake repair and maintenance" of the property. It failed to do so over a prolonged period which caused distress, inconvenience, and deterioration in the landlord/tenant relationship. In all the circumstances of the case, a determination of severe maladministration has been identified. Compensation of £700 has been awarded as the landlord failed "promptly and effectively" to complete or consider repairs. It failed to support the resident with day to day management of damp and mould and did not fully consider the impact on his health. It failed to fully consider the time and trouble, anxiety, stress, and uncertainty it caused to the resident through its poor handling of the repairs to the property. The failure to offer compensation or redress was not proportionate to the failings identified by this investigation.

*Complaint handling.*



55. The landlord's Feedback and Complaints Policy states it is "committed to providing consistent, efficient and fair standards of services to its customers." It aims to work with the complainant to "understand what the issues are" and what they would like to happen to resolve it. It commits to "treating all customers fairly taking their individual needs into account." It will ensure any reasonable adjustments are made in line with the Equality Act 2010.
56. The landlord's complaints process has an "informal service stage" followed by a two-stage policy. At the informal stage, it looks to resolve issues quickly at a service level. If not, it will manage complaints as follows:
- a. It will acknowledge stage 1 complaints "immediately" and receive an update on the timeframe for response. It will respond to stage 1 complaints in 10 working days from when it confirms the complaint has been received.
  - b. Complainants can escalate their complaint within 28 days of receiving the landlord's stage 1 response. The complainant must tell the landlord why they are dissatisfied with the stage 1 response. It will acknowledge the escalation in 2 working days and then provide its stage 2 complaint response in 20 working days.
  - c. If it cannot respond to stage 1 or 2 complaints in the given timescale it will provide an update at least every 10 working days. This will detail the reason for the delay and when a new timeframe for response. It can close complaints if there is no further contact from the complainant within 20 working days.
57. The resident initially complained on 8 April 2021. The landlord's records show it passed the complaint to its complaints team on 12 April 2021. It is unclear from this point what action the landlord took because of this complaint. The landlord would state internally on 7 July 2022 a manager who had left the landlord's employment had been "dealing with the matter." It said it had "never formally responded" and it is believed it was referencing the resident's 8 April 2021 complaint. Its failure to acknowledge or respond to this complaint meant the resident's concerns were unresolved for over 12 months. This caused him to believe it was not treating him "consistently" or "fairly" and not taking his concerns seriously.
58. The resident contacted the Ombudsman on 30 June 2022 stating the landlord had not responded to his complaint. It is uncertain if this was about the resident's complaint of 8 April 2021 or a further complaint. The Ombudsman asked the landlord to provide its complaint response to the resident by 18 July 2022. It spoke with the resident on 12 and 28 July but did not provide its stage 1 complaint response until 2 August 2022. When reminded of its obligation to respond on 30 June 2022 its response was already delayed. From 30 June

2022, it took a further 24 working days to respond. This further delayed resolution for the resident causing distress and inconvenience to him.

59. The landlord's response was effective in outlining what work it would complete and explaining the process it needed to go through before work could start including consulting with leaseholders. It provided realistic timescales for the work to start as a result of this. It also appropriately clarified what work it would complete to make good the resident's property once the roof repair was complete.
60. The resident escalated his complaint on 16 August 2022 and the landlord failed to acknowledge it in 2 working days in accordance with its policy. The resident frustrated with the lack of response chased this on 2 September. It did not acknowledge his complaint until 4 September. It did not raise a stage 2 complaint and instead dealt with the complaint informally. This was not in accordance with its policy, which only allows for informal action prior to a stage 1 complaint. However, on 7 September the landlord increased its compensation offer in relation to the leaks at the property and also considered damage to the resident's carpets.
61. The resident asked for his complaint to be escalated again on 26 January 2023 due to him being "disillusioned" with the landlord not sticking to its previous promises to complete the roof works. The landlord appropriately raised the complaint as a stage 1 complaint on 31 January 2023. This was in accordance with its policy due to the amount of time that had elapsed from its previous complaint response of 2 August 2022. It provided its stage 1 complaint response on 9 February 2023. Both its acknowledgement and response timescale were in accordance with its policy.
62. The landlord's stage 1 response of 9 February 2023 explained it was completing its "statutory obligations" to consult with leaseholders and it "should be in a position to advise of a start date in March 2023." The landlord told the resident it was consulting with leaseholders in its response of 2 August 2022. It failed to explain in its February 2023 response why it had not done this up to this point. It did apologise for the further delays in completing the repairs but did not explain them. It also failed to explain why it had not communicated with the resident or updated him on the work. This caused uncertainty to the resident, affecting his trust in what the resident was telling him. Its complaint response acknowledged the resident's concerns about damp and mould in his property but failed to respond on the matter. Leaving the matter unresolved left the resident with ongoing concern about how mould would affect his health.
63. The resident escalated this complaint on 10 February 2023. The landlord failed to acknowledge the escalation request or respond within the timescales in its policy. It acknowledged this on 15 March apologising for not notifying him of the

delay but said it would reply by 23 March. This delayed any resolution, causing uncertainty to the resident. It told the resident on 21 March it needed to visit his property as part of its complaint response. The resident rejected a visit, and the landlord asked him for photographic evidence. It is unclear if he provided this. The landlord provided its stage 2 response on 3 April 2023. This was equivalent to 37 working days. This exceeded its policy by 17 working days.

64. The landlord's stage 2 complaint response of 3 April 2023 was comprehensive. It explained the issue of starting the roof work was "unavoidable" as leaseholders were involved. It had previously stated this on 2 August and should have further explained why this process was specifically delayed. This would have managed the resident's expectations and given him a greater understanding of the delays up to that point. It addressed the resident's concerns the roof work would "not be completed that year." It estimated the work would begin in June or July. It took ownership of its lack of communication and took appropriate steps to arrange a point of contact for the resident moving forward. However, the complaint response still failed to respond to the resident regarding damp and mould. This caused him to believe it was not taking his concerns seriously or looking to resolve the issue.
65. The landlord's stage 2 response of 3 April 2023 accepted responsibility for the failures it had identified. It had not taken this step in its previous complaint responses. This was in accordance with its policy of acting on feedback. It confirmed it would address its lack of communication internally with its relevant teams. The landlord also offered £100 compensation for "time and trouble". It is believed this was in relation to the resident's issues in raising a complaint. This was in accordance with the landlord's Compensation Policy. However, the compensation failed to consider all failings identified in this report. This will be further assessed later in this report.
66. The resident raised a further complaint on 1 August 2023. He was concerned the landlord had failed to communicate with him or complete the roof work as it had promised on 3 April. There is no evidence of the landlord acknowledging the complaint which was not in accordance with its policy. It provided its stage 1 complaint response on 15 August. This was equivalent to 11 working days and was a minor divergence from the 10 working days in its policy.
67. In its response the landlord apologised for failing to update the resident every 2 weeks as it had promised in its previous complaint response. This was appropriate but the landlord offered nothing to rectify this. It failed to explain what it would do to continue to update the resident. This was a failure in its communication. This negated the emphasis it had put on improving its communication with the resident on 3 April. It tried to address the resident's fears about when it would start the roof repairs, telling him it would start in September. The resident had raised his concerns about the impact of damp

and mould at the property. It had previously failed to respond to this point. It failed to respond to this again causing the resident to believe it was not taking his worries seriously.

68. The resident escalated his complaint on 15 August 2023. It acknowledged his complaint in accordance with its policy on 18 August. It told him it would reply in 20 working days by 15 September, which it duly did. Its response time was in accordance with its policy. It said it did not accept the resident's escalation request as all repair works were "underway or completed." This was inaccurate and repairs had not started at his point. This caused uncertainty to the resident but also raises concerns about the landlord's information management. Although the landlord did not investigate the complaint further it did appropriately advise the resident of action it was taking concerning some of the feedback on previous complaints. It confirmed it was changing its repairs contractor introduced a new Complaints Policy and was monitoring performance more closely.
69. It is evident the resident's persistent complaints were a result of the landlord failing to keep its promises about completing work on the resident's roof. It failed to update the resident throughout the process. The landlord had the opportunity after each complaint to manage the repair process and its communication with the resident. It failed to do this, on every complaint response. This caused time and trouble, inconvenience and distress to the resident but continued to impact the landlord's complaints process. Had it managed the process better following complaints as it had promised it would have been able to manage the resident's expectations better. This would have reduced the detriment to the resident and the impact on the landlord.
70. As previously stated, the only compensation offered by the landlord regarding its complaint handling was £100 on 3 April 2023 for the resident's "time and trouble". It did not offer compensation specifically in relation to its complaint handling in its prior or further complaint responses, despite it acknowledging failures. It should have considered compensation for all failures in its complaints handling. These were the following:
  - a. It failed to acknowledge or respond to the resident's complaint of 8 April 2021.
  - b. It was delayed in acknowledging responding to the resident's complaints in accordance with its policy on:
    - i. 30 June 2022 its response took a total of 24 working days against 10 working days in its policy.
    - ii. 16 August 2022 its acknowledgement took a total of 14 working days against 2 working days in its policy.

- iii. 10 February 2023 its acknowledgement took 24 working days against “immediate” in its policy. Its response took 37 working days against 20 in its policy.
  - iv. 1 August 2023 it failed to acknowledge the complaint. Its response took 11 working days against 10 in its policy.
  - c. It failed to act in accordance with its policy in its reply of 7 September. It should have provided the resident with a formal stage 2 response. This would have provided him with further escalation rights. It should not have responded informally.
  - d. It consistently failed to meet its promises in its complaint responses regarding timescales for completing roof works and updating the resident. This inaction was the cause of the persistent complaints from the resident.
  - e. Once aware of its failures in communicating with the resident on 15 September 2023 it did nothing to rectify this with the resident. In the same reply, it provided inaccurate information about the repairs being “complete.”
  - f. It failed to address the resident’s concerns about damp and mould in his property. It also failed to consider the impact the impact on his health he was reporting from the damp and mould.
71. A landlord's complaint process enables it to learn from issues and identify trends so it can take preventative action and learn from this. The landlord failed to adhere to its own Complaints Policy in failing to consider the resident’s complaint of 8 April 2021. It did not adhere to its policy in failing to investigate the residents’ concerns about damp and mould. It also failed to acknowledge its delay in acknowledging or responding to the resident’s complaints on numerous occasions. A determination of maladministration has therefore been determined. To reflect the resident’s distress and inconvenience due to the landlord’s failures, £500 compensation has been ordered. This includes the £100 previously awarded to the resident by the landlord. The amount ordered is in line with the Ombudsman’s guidance in relation to cases where service failure has occurred over a protracted period with moderate impact on the resident throughout that period.
72. On 31 May 2022 in an associated complaint, reference 202109998 a determination of maladministration was made in relation to the landlord’s complaint handling. The landlord was ordered to provide all staff who handle complaints with further training in line with the Ombudsman’s Complaint Handling Code. It is of concern that the landlord failed to manage the resident's complaints sufficiently following this. As such the landlord will be ordered to complete further training with all staff members that handle complaints.

**Determination**

73. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration in respect of the landlord's handling of the resident's reports of a leak in his property.
74. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was severe maladministration in respect of the landlord's handling of reports of damp and mould at the resident's property.
75. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration in respect of the landlord's complaint handling.

## **Orders**

76. The landlord is to carry out the following orders and provide evidence of compliance to the Ombudsman within 4 weeks of the date of this report:
  - a. A senior staff member from the landlord to provide a written apology to the resident for the impact of the failings identified in this report.
  - b. Pay the resident total compensation of £3200. Any additional compensation is to be paid directly to the resident and not offset against any arrears. The compensation comprises of:
    - i. £2000 for the distress and inconvenience caused to the resident by the landlord's ineffective response to reports of a leak at the resident's property.
    - ii. £700 for the distress and inconvenience caused to the resident by the landlord's ineffective response to reports of damp and mould at the resident's property.
    - iii. £500 for the distress and inconvenience caused to the resident by the landlord's inefficient complaint handling.
    - iv. The amounts above include the £1350 already awarded to the resident by the landlord during its internal complaint procedure for the above issues.
  - c. The landlord is to carry out a review of why the failings identified by this investigation occurred and provide a report back to the Ombudsman and the resident on this. This should include:
    - i. Its lack of consideration of the impact the situation had on the resident.
    - ii. Its lack of transparency with the resident in communicating the results of action it was taking and management of his expectations.
  - d. If it has not done so already in the last 12 months, provide training to all staff that handle complaints to ensure that this is being done correctly, and in line

with the Ombudsman's Complaint Handling Code. Details of this training are to be provided to the Ombudsman.

- e. The landlord must complete a risk assessment of the resident and his property. It must note its records appropriately following this and take any further action to support the resident, as necessary.

77. The landlord is to carry out the following orders and provide evidence of compliance to the Ombudsman within 8 weeks of the date of this report:

- a. The landlord is to carry out an inspection of the property and produce a schedule of works to remedy issues identified in this report. This includes:
  - i. Ensuring it further investigates the presence of damp and mould at the resident's property and completes treatment, as necessary.
  - ii. Consider moving the resident's radiators to ensure they are as effective as possible within the property.

### **Recommendations**

78. The landlord should review the Ombudsman's Spotlight report on damp and mould, considering the completion of a self-assessment against the report.

79. The landlord should review the September 2023 government guidance – 'understanding and addressing the health risks of damp and mould in the home' to help it address its approach to damp and mould.