

Housing Ombudsman Service

REPORT

COMPLAINT 202304323

Arun District Council

19 August 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 the landlord's handling of the residents reports of repairs to the property.
2. The landlord's complaint handling has also been considered.

Background

3. At the time of the complaint, the resident was an assured tenant of the landlord, who is a local authority. The resident's tenancy began on 28 May 2018 and ended on 10 December 2023 when the resident left the property. The landlord has no recorded vulnerabilities for the resident.
4. The resident first requested repairs on 19 February 2023. The resident reported a faulty electrical socket, and that the front door had dropped on its hinges making it difficult to close. The resident did not receive an acknowledgement of his report and contacted the landlord again on 16 March 2023 to complain that the repair had not been completed.
5. The resident contacted the landlord again on 24 March 2023 to ask for an acknowledgement or response to his complaint. The landlord responded on 27 March 2023 and advised it did not consider his 16 March 2023 email to be a complaint. The resident responded that he was unhappy his complaint had not been recognised when he felt it was clear that he intended to complain.
6. The landlord responded to the resident's complaint on 29 March 2023. It accepted that the repairs had not been completed in the advised time frame but stated that this was the fault of its repair contractor who had not responded to requests to complete the repair. It offered £50 compensation in recognition of the delay. The resident requested that his complaint be escalated on the basis that

he was unhappy with the landlord's response. The resident referenced previous determinations made by the Housing Ombudsman Service (HOS) regarding the landlord and noted that he did not feel the landlord had learnt from these or his own historical complaints. The resident requested the following to be included in the landlord's complaint response:

- a. The reasons why the landlord failed to follow its repair policy and what it intended to do to improve its process.
 - b. The reasons why the landlord failed to follow its complaint police and what it intended to do to improve its process.
 - c. Compensation.
 - d. An apology from the Chief Executive Officer (CEO) of the landlord.
7. The landlord provided a draft complaint response to the resident on 27 April 2023 which noted that the resident's request for a CEO apology would be responded to in the final response. A completed complaint response was sent on 2 May 2023, the landlord stated:
- a. On review, it agreed with the stage 1 complaint response in relation to the repairs process.
 - b. It denied there had been any complaint handling failures. It noted that the resident's 16 March 2023 email had said "I will be making a formal complaint" and did not specify that the email itself was the complaint.
 - c. The landlord notes that the stage 1 complaint response was sent within the timeframes, even when counting the resident's 16 March 2023 email as the stage 1 complaint.
 - d. The CEO would not be making an apology to the resident.
8. The resident responded to the landlord on 4 May 2023, he stated he was unhappy with the response and felt the landlord kept making the same mistakes. The resident was frustrated that the landlord did not consider the previous HOS determinations he had referred to in its response, and that it had not recognised his first complaint. The resident reiterated that he wanted compensation and an apology from the CEO.
9. Repair records show that the repairs were completed on 31 March 2023.

Assessment and findings

Scope of investigation

10. Whilst this Service does monitor and act on trends within our casework, this investigation will focus solely on the resident's current complaint and not any previous determinations made in relation to the landlord.

Policy and procedures

11. The landlord repair policy states that electrical repairs, including unsafe power sockets, have a response time of 1 working day. The policy does not provide a time frame for non-emergency general repairs, it states it will provide a timescale upon being notified of the issue or after inspection.
12. The landlord's complaint handling policy states that a stage 1 complaint will be acknowledged within 5 working days and responded to within 10 working days. Stage 2 complaints will be responded to within 20 working days.

The landlord's handling of repairs to the resident's property

13. Repair logs show that the resident requested repairs to a plug socket and his front door on 19 February 2023. The resident raised concerns that the plug socket was dangerous. As per the landlord's repair policy, the repair to the plug socket should have been actioned within 1 working day. The repair to the front door is a general repair, the landlord should have acknowledged this request and provided a timeframe for the repair to be completed.
14. When the resident complained that the repairs had not been acknowledged or completed, the landlord advised that all repairs were handled by its contractor who had not responded to the repair request. The landlord did not take responsibility for the delay and placed blame solely on the contractor. Whilst the contractor's failure to act was outside of the control of the landlord, the landlord failed to appropriately manage the contractor or have sufficient oversight to ensure the repair was completed on time or provide updates to the resident on when a repair could be expected. The resident was inconvenienced by not knowing when the repair would take place.
15. The landlord also did not react quickly enough to the resident's concern of the plug socket being dangerous, it did not offer reassurances to the resident that the repair would be completed or of the safety of the socket. This caused the resident distress. This was an inappropriate response from the landlord.
16. Both repairs were completed on 31 March 2023. This is 29 working days after the repairs were raised. The delay in completing the repair to the plug socket was a breach of the landlord's repairs policy, the repair took place significantly outside of the 1 working day time frame. This was a failure by the landlord.
17. No time frame was provided for the repair to the front door. The landlord's repair policy states that a timeframe will be provided upon report of the issue, or after

inspection but this did not happen. The landlord's non action meant that the resident's expectations were not managed and the resident was distressed by not knowing when the repair would happen.

18. In its complaint response, the landlord reiterated that the delay was due to their contractor and not the fault of the landlord. It apologised that the process had failed the resident and stated it would have more oversight over the contractor for incoming repair requests in the future. The landlord offered the resident £50 compensation in a "full and final" offer to resolve the matter. It affirmed this position in its stage 2 response.
19. The landlord has not shown sufficient ownership for the failures identified and has not demonstrated sufficient insight or learning to ensure that future repairs are managed appropriately. An internal email provided to this Service states "this is all the fault of [the contractor] are we able to recoup the payment from them?" This reiterates that the landlord failed to acknowledge its own failures or accept ownership.
20. The Ombudsman finds maladministration and awards £250 compensation to the resident for the failures identified in the landlord's handling of the resident's repair requests.

The landlord's complaint handling

21. Landlords must have an effective complaint process to provide a good service to their residents. An effective complaint process means landlords can fix problems quickly, learn from their mistakes and build good relationships with residents. In this case, the landlord's complaint handling lacked customer focus and did not provide any insight or learning.
22. The Housing Ombudsman's Complaint Handling Code (the Code) defines a complaint as 'an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the landlord, its own staff, or those acting on its behalf, affecting a resident or group of residents.' The word 'complaint' does not have to be used. The resident first expressed his dissatisfaction on 16 March 2023, the landlord stated it did not consider this to be a complaint because the resident had stated "I will be making a formal complaint." The landlord interpreted this as the resident's complaint was to follow but was not received.
23. The landlord should have recognised the resident's email as a complaint based on the fact it was clear the resident was dissatisfied with the lack of repair. The landlord was obstructive by not accepting the resident's complaint and continuing to assert that the email sent was not a complaint throughout its responses. This

caused frustration and inconvenience to the resident who had to repeat his complaint in order for it to be considered.

24. The landlord accepted the resident's complaint on 28 March 2023 and responded on 29 March 2023. The complaint response did not address all of the points the resident had raised, including his original complaint not being accepted. While the response was provided quickly, it lacked detail and customer focus. The landlord failed to recognise the impact of the delay in repairs and failure to accept the complaint on the resident, who had stated on multiple occasions he was unhappy.
25. In its stage 2 response, the landlord highlighted that even if it had accepted the resident's complaint on 16 March 2023, its response was provided within 10 working days. While it is important for landlord's to provide responses on time, this should not be the sole focus of its complaint handling policy. Landlords must focus on being customer focused and learning from mistakes, which the landlord failed to do.
26. In his stage 2 escalation, the resident made it clear that he wanted an apology from the CEO in order to be assured that his complaint had been taken seriously. The resident was sent a draft stage 2 complaint response which stated that "your request for a formal apology from the Chief Executive will be addressed in the final response letter." In the final version of the complaint response, the landlord told the resident it had not accepted his request for an apology from the CEO. The landlord provided no justification for this decision despite it clearly being important to the resident. The resident was evidently frustrated by this refusal.
27. It was inappropriate for the landlord to provide a draft copy of its response to the resident before issuing its final version. This caused distress and confusion to the resident.
28. The landlord did not offer any compensation for its complaint handling. The landlord missed the opportunity to put right the failures in its handling of the resident's stage 1 complaint in its stage 2 response. It failed to demonstrate any reflection or learning and did not provide sufficient reasoning for its decisions. It was unsympathetic and dismissive of the frustration expressed by the resident, which was inappropriate.
29. The Ombudsman finds maladministration and considers that £200 is an appropriate sum to acknowledge and redress the complaint handling failures identified.

Determination

30. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in relation to the landlord's handling of the resident's reports of repairs to his property.
31. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in relation to the landlord's complaint handling.

Orders

32. The CEO of the landlord must apologise to the resident, in writing, for the failures noted in this determination. A copy should also be provided to the Ombudsman within 4 weeks of this determination.
33. Within 4 weeks of this determination, the landlord is ordered to pay the resident a total compensation of £450. The landlord's previous compensation offer of £50 can be deducted from this total, if already paid. The compensation is broken down as follows:
 - a. £250 in recognition of the failures identified in relation to the repairs to the resident's property.
 - b. £200 in recognition of the complaint handling failures identified.
34. Within 6 weeks of the date of the determination the landlord should carry out a review of the case and identify what it would do differently to prevent a recurrence. A copy of the outcome of the review should be provided to the resident and the Ombudsman, also within 6 weeks. This review should include but not be limited to:
 - a. How it oversees and manages its contractors.
 - b. How it responds to complaints about outstanding repairs.
 - c. How it recognises and acknowledges complaints.
 - d. How it approaches requests for apologies.