

Housing

Ombudsman Service

REPORT

COMPLAINT 202408362

Arun District Council

28 November 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 resident's reports of damp and mould at the property.

Background

2. The resident has a secured tenancy with the landlord. The property is a 2-bedroom house. The resident lives with her wife who has a disability and is a wheelchair user. The landlord had recorded these vulnerabilities.
3. On 14 February 2024 the resident raised a complaint about damp and mould and outstanding repairs at the property. The resident said the wet room had been leaking into the living room for nearly a year. She stated numerous operatives had attended the property to take measurements for new wet room flooring but the work had not been carried out. The resident said the property had extensive damp due to water getting into cavities. She had been told the property would be repointed but when the operative attended to do the work, he could not because paint on the outside of the property had not been removed and scaffolding had not been erected. The resident said she was told the roof needed replacing and some drains needed to be emptied.
4. The resident expressed frustration at there being a lot of problems which were not getting resolved. The resident stated there was a disabled person living in the property and the problems with the property were making the health problems worse. She stated all the walls and ceilings were damp and covered in black mould. The resident said it seemed nobody cared.
5. The landlord issued its stage 1 response on 27 February 2024. It said a damp survey was conducted on 15 February 2024. All existing jobs at the property

with the current contractor would be cancelled and all the recommended works from the damp survey would be carried out by a new contractor. The landlord said the new contractor had been asked to visit the property to provide a quote for all the work except the drainage and guttering jobs which were issued to other contractors, and the repointing which had yet to be assigned. It said when a decision had been made about who would do the repointing the resident would be notified. The complaint was upheld. The landlord acknowledged the resident had experienced delays and poor customer service. It said the work should have been carried out much sooner and awarded £175 compensation for delay and distress.

6. On 20 March 2024 the resident escalated her complaint. She was unhappy with the compensation offered because of the length of time her household had been living with damp and mould, and the remedial work was still outstanding.
7. The landlord issued its stage 2 response on 19 April 2024. The landlord acknowledged that while the work had been scheduled, it had not yet started. It said scaffolding was due to be erected that day. The landlord agreed with the resident's stance on not wanting internal repair works to take place yet as the root cause of the issues remained. The landlord said due to the delays in starting the work, it would provide a dehumidifier for two weeks and give the resident £70 to cover the running costs. It upheld the resident's complaint and said the offer of £175 compensation was insufficient to cover the delay and distress caused. The landlord increased the compensation awarded to £500 for delay and distress and offered a £250 decorating voucher to cover the costs of redecorating because of the leaking wet room and external guttering issues.
8. The resident contacted this Service on 30 May 2024 because the repair work was outstanding. She said the property had extensive damp due to water getting into the cavities. The resident wanted all the work from her complaint to be completed within a reasonable timeframe before autumn when the weather changes.

Assessment and findings

The landlord's handling of the resident's reports of damp and mould at the property.

9. The landlord's repairs handbook states it will "look after the structure of your home" and "Repairs must be carried out to make sure that fixtures and fittings for water, sanitation, gas and electricity are safe and in working order". The landlord also has repair obligations under section 11 of The Landlord and Tenant Act 1985 which places a statutory obligation on the landlord to keep the structure and exterior of the property in repair.

10. The landlord has a responsibility under the Housing Health and Safety Rating System (HHSRS), introduced by the Housing Act 2004, to assess hazards and risks within its properties. Damp and mould growth are a potential hazard and therefore the landlord is required to consider whether any damp and mould problems in its properties amount to a hazard and require remedying.
11. The evidence showed damp and mould had been an ongoing problem at the property with many issues contributing to the property being damp. In the resident's complaint dated 14 February 2024, she stated the wet room had been leaking into the living room for nearly a year which she had repeatedly reported. She said water was getting into wall cavities, and she had been told the property needed repointing and work was needed on the roof and drains. On receipt of the resident's complaint a damp and mould survey was conducted the next day. This was an appropriate and timely response from the landlord.
12. The damp and mould survey carried out on 15 February 2024 confirmed there were high damp readings in the landing, bedrooms, living room and bathroom. The report stated, the "Property will be cold due to amount of damp to walls, this will currently be a difficult house to heat until it has properly dried". The survey identified work was needed to the guttering, lower roof slopes, a ground drain, the gable verge, repointing and weather shield coating on the gable wall and front elevation, the wet room floor needed replacing with appropriate upstands and it was recommended the walls be aqua-boarded to three sides to make the walls watertight. The survey also identified all the affected walls needed to dry and then be treated and redecorated. The report stated, "Tenant found to be using all appropriate measures to treat mould, and heat property best as can. The findings of the issues are building related not occupant".
13. The landlord's stage 1 response dated 27 February 2024 stated the work recommended in the damp and mould survey would be carried out. However, at the time of writing this report some of the work has still not been completed and the property is still affected by damp and mould. This is inappropriate. The Housing Ombudsman's Spotlight Report on damp and mould states, "It is imperative that residents are not left living with damp and mould for an extended period" and "Landlords should ensure that their responses to reports of damp and mould are timely and reflect the urgency of the issue".
14. It is unclear from the records provided by the landlord what work had been carried out as the repair records provided to this Service lacked detail with descriptions such as "complete works as agreed and confirmed with accept". As of 2 October 2024, when the repair records were submitted to this Service, many were incomplete with a status of "open-request". However, from the

evidence provided, this Service has been able to identify that the landlord did not carry out all the work it said it would in its stage 1 response.

15. Prior to the resident's complaint the property was due to be repointed. An appointment for this had been booked for 14 February 2024. However, when the operative attended on this date, he could not carry out the work as scaffolding had not been put up and the paint had not been removed. During the stage 1 investigation, the landlord chased the contractor about this work and was told it would attend on 1 March 2024. However, when the landlord advised the resident on 26 February 2024 of this new appointment date, the resident had to highlight to the landlord that the scaffolding was still not up, and the paint was still on the property. She asked if this was going to be done prior to 1 March 2024 to enable the repointing work to go ahead.
16. The resident should not have needed to highlight these requirements to the landlord. The need for scaffolding and paint removal prior to the repointing work should have been identified and coordinated by the landlord and its contractor. The resident had already informed the landlord of the scaffolding and paint in her complaint. It was evident from the landlord's internal communication that consideration had not been given to these matters and it was only when the resident raised them again on 26 February 2024 that the landlord asked its contractor about this. This showed a lack of oversight from the landlord. The Housing Ombudsman's Spotlight Report on Complaints about Repairs states, "If a landlord contracts out its repairs service, the obligation to repair remains with the landlord and not the contractor. Landlords need to ensure that they have adequate oversight of their outsourced services".
17. In its stage 1 response dated 27 February 2024 the landlord said the repointing was no longer going to be carried out by the initial contractor and the work would be reassigned. This was because the initial contractor said it did not have the resources to carry out the repointing. The landlord said a decision needed to be made on who would now carry out the work and it would notify the resident once a decision had been made. It did not manage the resident's expectations as the landlord did not give any indication when this decision would be made. This was not appropriate or fair. This was also not in line with the Housing Ombudsman's Complaint Handling Code (the Code) which states, "The remedy offer must clearly set out what will happen and by when, in agreement with the resident where appropriate".
18. On 1 March 2024 the resident contacted the landlord asking what the timescale would be for the repointing work to be carried out. The resident was concerned about how much longer she would have to wait and said, "With the weather that we are having our walls are even more wet than they have been with more black mould growing every day. We are unable to heat the house to

any sort of warm temperature due to how wet and cold the walls are". The resident chased the landlord again on 15 March 2024 as she had still not heard from the contractor. The landlord apologised and chased the contractor to contact the resident. It was not appropriate or fair that the resident had to chase the landlord for an update. The landlord should have been proactive in its management of this repair, monitoring its progress and keeping the resident informed.

19. Despite the damp and mould survey identifying the need for repointing and 2 appointments to carry out the work previously being scheduled, a landlord internal email on 5 April 2024 stated the repointing was not "much of an issue here". It said the new contractor was "going to quote to erect the scaffolding and remove the flaking paint and then assess the situation including the guttering and any pointing that is required". This was not appropriate or fair. The repointing had been agreed and scheduled to take place on 14 February 2024. It was only postponed as the preparation work had not taken place prior to the operative attending. Another appointment had been arranged for 1 March 2024 which was cancelled as again the preparation work had not been completed. The work was not rescheduled and was reassigned to another contractor because the initial contractor authorised to do this work had pulled out of the job, not because the work was no longer needed. If the repair had not been initially mismanaged by the landlord and contractor this work would have been completed almost 2 months prior to this internal email.
20. The evidence showed the resident chased the landlord up again about the repointing on 9 April 2024. There was no evidence to show how, or if, the landlord responded. The resident contacted the landlord again on 30 April 2024 to say a contractor had attended on 29 April 2024 but had said the house only needed PVA sealing and paint. The resident was disappointed by this as she said it was not addressing the real problem which was visible. She said there were some places which had nothing between the bricks, holes in the brickwork where plants were growing and holes so deep that she could insert a whole screwdriver in them. The resident attached photos and videos to show what she was saying. She also advised that when her electrics had blown due to water getting in, this had occurred where there was nothing between the bricks. There was no evidence to show the landlord responded to the resident's concerns, but its stage 2 response dated 19 April 2024 confirmed the work had not started yet.
21. These delays showed the landlord did not act with any urgency or take sufficient action to comply with the HHSRS requirements despite being made aware on 15 February 2024 of how damp the property was. The resident advised this Service that the repointing work has not been completed and water continues to get into the wall cavities. The evidence showed the

resident has continued to make the landlord aware of this by email on several occasions.

22. In her complaint the resident also raised concerns about the wet room leaking into the living room ceiling for nearly a year. The wet room floor was due to be replaced and one of the wet room walls was due to be fully tiled. The resident said she had been repeatedly reporting this to the landlord's contractor and had received multiple visits for measurements to be taken, but the work was never completed. The resident said one of the wet room walls was due to be fully tiled on 12 February 2024 but the operative turned up with the wrong tiles and thought he was only changing 2 tiles. This was another example of the mismanagement of repairs and the landlord not having adequate oversight of its contractors.
23. The landlord acknowledged these problems in its stage 2 response dated 19 April 2024 and said a decision had been made to reassign the work to another contractor. It said as the work had been delayed it would provide the resident with a dehumidifier "to help alleviate the moisture levels caused by the leaking wet room". While the continued delay to complete the work was unacceptable, this was an appropriate measure to put in place and a dehumidifier was delivered on 29 April 2024. However, on 15 February 2024 the damp and mould survey had identified the property needed 2 dehumidifiers "as soon as possible". This was 74 days prior to the resident receiving a dehumidifier. This Service was unable to establish why the landlord did not follow the advice of the survey and delayed delivery of a dehumidifier, and did not provide 2 as directed. The landlord said it would make a £70 payment to the resident to cover the costs of the dehumidifier running continuously for two weeks. This was fair and reasonable.
24. In its stage 1 response the landlord listed the recommendations from the damp and mould survey for the wet room. These included for floor to be replaced, all walls to have appropriate upstands created, the radiator to be relocated and the walls to be aqua-boarded to three sides to make the walls watertight. The landlord said "all the recommended works" would be picked up by the contractor. However, this did not happen. When working on the wet room in May 2024, the landlord did not install the aqua-boarding that had been recommended. This led to leaks still occurring after the rest of the wet room works had been carried out.
25. New work orders were raised on 12 August 2024 and 9 September 2024 to carry out further work in the wet room. As referenced previously, the work order details that have been submitted as evidence for this investigation have lacked detail. The work order for 9 September 2024 stated, "4334 As per estimate number, please carry out repairs to bathroom to rectify leak". Therefore, this Service has not been able to identify from the work orders

what work was completed. The resident advised this Service that in October 2024 the landlord carried out the aqua-boarding. This was over 7 months after it was initially recommended, and the landlord said it would action the recommendation.

26. During the wet room work in May and October 2024, the resident told this Service her household did not have access to washing facilities. The resident raised this with the landlord in an email dated 3 May 2024. She said the wet room work was due to start on 7 May 2024, but the flooring contractor could not fit the wet room flooring until 17 May 2024. The resident said this meant the household would have “no working facilities” for 10 days. She said she had spoken to the contractors about this, and they were now going to start on 13 May 2024. It was inappropriate that the landlord had not identified the effect the wet room work would have on the household and that it was the resident who had to highlight this to the contractors and attempt to get the works better coordinated to minimise the disruption for her disabled spouse, who is a wheelchair user.
27. In this email the resident also chased the landlord for the stage 2 compensation money stating, “I was hoping to be able to use the £500 compensation money to be able to at least move [disabled spouse] to some suitable accommodation for the week so she still had access to a working bathroom. Are you able to get this paid by next week?”. The evidence showed the landlord actioned the compensation payment on receipt of this email. However, there was no evidence to show the landlord acknowledged and investigated what the resident had reported about not having access to bathroom facilities for a week. When the wet room works in October 2024 were carried out, the household experienced similar problems. There was no evidence to show the landlord managed the resident’s expectations about access to facilities when planning and scheduling this work.
28. The household’s vulnerabilities were appropriately recorded by the landlord. However, it did not appear these were considered when work on the wet room took place.
29. The resident repeatedly told the landlord how the household’s health was being affected by the damp and mould, and how the property was cold and difficult to heat. The Housing Ombudsman’s Spotlight Report on damp and mould states, “Landlords should recognise that issues can have an ongoing detrimental impact on the health and well-being of the resident and should therefore be responded to in a timely manner”. There was no evidence to show the landlord acknowledged the resident’s concerns about the household’s health in relation to the damp and mould. This was inappropriate and unreasonable. With the damp and mould problem ongoing due to delays

in carrying out the work, the resident and her spouse experienced prolonged distress and inconvenience.

30. It is unclear from the landlord's records if any of the guttering work was actioned. In its stage 1 response on 27 February 2024 the landlord said that the guttering work identified in the damp and mould survey had been assigned to a guttering contractor who would attend the property to provide a quote. However, the landlord had not been monitoring this work as on 3 April 2024 it emailed this contractor asking if it had attended the property and if so, had it produced a quote. The evidence did not show a response to this query. On 5 April in a landlord internal email, the guttering work was referenced to being allocated to another contractor, but guttering was not referenced in this contractor's inspection of the property. The resident has reported the guttering work is still outstanding.
31. The resident has confirmed that the drain and gable verge work were completed but the internal work to carry out an asbestos test and repair the living room ceiling where the wet room had leaked, and to treat the mould around the property is still outstanding. The evidence showed the resident has been chasing the landlord by email for the outstanding work to be carried out. However, the landlord has not completed the work. This is inappropriate as the Code states, "Any remedy proposed must be followed through to completion".
32. On 6 November 2024 the resident chased up the landlord again about the outstanding work. The landlord replied on 7 November 2024 and told the resident that the case was now being investigated by the Ombudsman and she would hear the outcome of this in due course. The case being investigated by the Ombudsman should not stop the landlord dealing with any outstanding work or treating the damp and mould at the property. This response did not show a zero-tolerance approach to damp and mould that this Service expects from landlords. Recommendation 1 from the Housing Ombudsman's Spotlight Report on damp and mould states, "Landlords should adopt a zero-tolerance approach to damp and mould interventions. Landlords should review their current strategy and consider whether their approach will achieve this".
33. At stage 1, the landlord offered the resident £175 compensation for delay and distress. The resident declined this offer in her escalation email after seeking advice from a support agency. She did not think this offer was sufficient given how long her and her spouse had been left in "such cold, wet and damp conditions". In its stage 2 response the landlord increased its compensation award to £500 for delay and distress. The landlord also offered a £250 decorating voucher. At the time, the stage 2 offer of compensation was appropriate. However, given the additional delays and failings identified

through this investigation, the Ombudsman does not consider the offer to be proportionate.

34. Considering the above, the Ombudsman has determined there was maladministration in the landlord's handling of damp and mould at the property. This is because the damp and mould problem which was occurring prior to February 2024 remains at the end of November 2024, despite the resident repeatedly chasing the landlord for the outstanding work to be actioned. The landlord has not demonstrated a zero-tolerance approach to damp and mould and the resident has experienced delays in the landlord actioning the remedial works after a damp and mould inspection on 15 February 2024 identified high levels of internal damp in multiple rooms. There was no evidence to show that the landlord acted with any urgency or took swift action to comply with the HHSRS requirements.
35. The level of rent is used as a starting position by the Ombudsman in relation to the award of financial redress for loss of use and enjoyment of a property. The Ombudsman has made an order of compensation, set out below considering the specific circumstances of this complaint, the resident's rent charge, and the Ombudsman's remedies guidance. The resident's rent is based on the weekly rent of £111.03 for 2023-2024 and £119.58 for 2024-2025.
36. The order considers the weekly rents specified above from 15 February 2024, when the damp and mould survey showed high levels of internal damp and mould, to the date of this report. As such, the resident and her spouse have been living with damp and mould that the landlord was aware of for 41 weeks. The Ombudsman concludes that compensation based on 25% of the weekly rent should be paid to the resident. This is because the resident and her spouse did not have full enjoyment of the property in comparison to if the property had not been affected by damp and mould, and several rooms in the property were affected, including both bedrooms and the living room. This amounts to £1,210.73 to recognise the loss of enjoyment of the property over 41 weeks. The landlord is also ordered to pay the resident £600 for distress and inconvenience.
37. The landlord is ordered to carry out all the recommended work listed in the damp and mould inspection report dated 15 February 2024 including the repointing, the guttering work, the reparation works to the living room ceiling including the asbestos check, and the internal works to the walls as specified.

Determination

38. In accordance with paragraph 52 of the Scheme, there was maladministration by the landlord in respect of its handling of damp and mould.

Orders and recommendations

Orders

39. The Ombudsman orders the landlord to pay compensation of £1,810.73. The compensation must be paid directly to the resident and not applied to her rent account. The landlord must provide evidence that it has complied with this order within 4 weeks of the date of this report by submitting a copy of the remittance advice, or equivalent document, to this Service. The compensation is comprised of:
- a. £1,210.73 in respect of the landlord's handling of damp and mould.
 - b. £600 for distress and inconvenience.
40. The landlord is ordered to carry out all the recommended work listed in the damp and mould inspection report dated 15 February 2024. The work must be completed within 6 weeks of the date of this report and evidenced by completed work orders detailing the work carried out for works 1-8 listed in the report. This evidence must be appropriately labelled when uploaded to the WorkPro portal, so it is easily identifiable which work orders relate to which points in the report.

Recommendations

41. It is recommended that the landlord review its planning and scheduling of repair works to ensure there is:
- a. minimal disruption to residents,
 - b. household vulnerabilities are taken into consideration,
 - c. residents are clearly advised of any loss of facilities, so their expectations are managed.