

**Housing Ombudsman
Special Report on
GreenSquareAccord**

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Introduction

The Housing Ombudsman makes the final decision on disputes between residents and member landlords. Our decisions are independent, impartial, and fair. We also support effective landlord-tenant dispute resolution by others, including landlords themselves, and promote positive change in the housing sector.

This special report follows an investigation carried out under paragraph 49 of the [Housing Ombudsman Scheme](#), which allows the Ombudsman to conduct further investigation into whether there is a systemic failure. The investigation was announced in September 2023 and began in January 2024.

Factors that may be indicative of a wider service failure may include, but are not limited to:

- a policy weakness
- repeated service failure
- service failure across multiple service areas
- service failures across multiple geographical locations
- failure to learn from complaints
- lack of oversight and governance to identify and act on repeated issues

The decision to start this investigation followed 6 findings of severe maladministration over 3 determinations made January to July 2023, relating to cases from 2018 to 2021. An assessment of the 6 severe maladministration determinations reflected a failure by GreenSquareAccord to fulfil its responsibilities resulting in detriment to its residents. This led to our concern that the landlord, possibly because of the recent merger, had impacted the service being offered to residents. The landlord had an upheld complaint rate of 76% in the 2022 to 23 financial year, which has remained above the sector average throughout 2023 to 24.

The landlord has not, however, had any severe maladministration findings since August 2023 and the events leading to these decisions predate the introduction of the landlord's new 'Simpler, Stronger, Better' strategy.

This report provides insight to help the landlord further strengthen its complaint handling and address the substantive issues giving rise to complaints, to help extend fairness to other residents and prevent complaints in future.

We also publish the report to help other landlords identify potential learning to improve their own services. This is part of our wider work to monitor landlord performance and promote learning from complaints.

The landlord engaged extensively with the Ombudsman as part of this investigation, providing the requested evidence to allow us to draw conclusions in the aim of assisting in its ongoing improvement. The landlord has proactively sought to implement improvements from the determinations prior to the publication of this report. We commend the leadership of the landlord for its positive approach to learning from this investigation.

Scope and methodology

We have considered cases relating to the landlord which were determined between August 2023 and February 2024, and whether they highlighted any systemic issues that went beyond the circumstances of those individual cases. Case references are included where these cases are referred to, and a list of cases can be found at [Annex A](#).

We have also considered a sample of the most recent complaints that residents brought to us since June 2024 to give an indication of current issues being raised. We have not provided case references for, or drawn any conclusions from, these complaints as they are not yet fully investigated. However, they allow us insight into the current concerns of residents and how the landlord is now responding. We also reviewed complaint-related information available on the landlord's website.

We made evidence requests to the landlord which included the below.

Complaint handling:

- complaints policy and procedure
- compensation policy and procedure

- the landlord's past and current self-assessment against the Housing Ombudsman's [Complaint Handling Code](#) (the Code)
- annual complaint reports from the April 2021 merger to date
- learning documents
- a snapshot of its current complaint caseload on a specific date, including:
 - a count of open complaints at each stage
 - a count of open complaints at each stage that are overdue for a response
 - details of whether residents with overdue complaints were informed of the reason for the delay and the expected response date
- details of staffing arrangements in place for handling complaints and any changes to this structure since the merger
- any learnings GreenSquareAccord capture following Housing Ombudsman determinations and any review of root cause analysis

Merger-related information:

- a lessons learnt reflection post-merger, with any thoughts and ideas of how GreenSquareAccord would handle the merger again
- commentary setting out the landlord's position on the complaint handling of both organisations' pre-merger, any concerns, challenges identified and how these were addressed, whether any remain outstanding and the landlord's plans to remedy any remaining concerns
- all documents relating to the merger between GreenSquare and Accord which refer to complaint handling, including strategy plans, risk-assessments, consultation documents
- the results of the most recent stock condition surveys

Emerging themes from our casework

- the landlord's self-assessments against or responses to the recommendations in our Spotlight reports, including:
 - [damp and mould](#)
 - [knowledge and information management](#)

- policies and procedures, including:
 - damp, mould and condensation policy
 - responsive repairs policy
 - void policy
 - data strategy
 - quality assurance process

About GreenSquareAccord

GreenSquareAccord (GSA) is a registered provider of social housing. It formed following the merger of GreenSquare and Accord in April 2021. Based on recent information the landlord has provided, it owns and/or manages just over 26,000 homes across the South-West and West Midlands.

The profile of GSA differs slightly to previous special reports conducted in that the location of its homes vary from inner city to rural settlements and market towns. To account for the different needs of each location, GSA operates a locality model focused on 4 locality areas, developed based on their geographical locations.

Each locality has a Locality Board, which is made up of dedicated representatives from housing, customer care, estates, assets, surveying and repairs. The teams are headed up by Regional Locality Managers.

As a result of the merger and for the purposes of this report, 'the landlord' is used in reference to the actions of both previous organisations and the current organisation. We have referred to GreenSquare and Accord where relevant.

Merger

The merger between GreenSquare and Accord became official in April 2021. At this time, the landlord launched its new strategy, 'Simply Brilliant Together'. The strategy set out the landlord's plans for the following 5 years with a desired aim to "*work together, with you, putting you – customers – at the heart of all we're doing, to create a stronger, better organisation, for you*".

The plan had 4 main objectives: *to provide great homes and care; in a great neighbourhood; with great service and built on strong foundations.*

The aim was that the landlord would hold itself accountable each year and summarise its progress in an annual plan.

Post-merger

By May 2021, the landlord's due diligence had uncovered an issue with asbestos, electrical, and the adequacy of fire safety checks on legacy Accord properties. This discovery, alongside concerns around service quality within complaint reporting, resulted in the landlord changing its original strategy and prioritising the safety concerns. It referred itself to the Regulator of Social Housing who considered the safety issues a potential breach of the Homes Standard.

The landlord realised that 'Simply Brilliant Together' no longer reflected its current position or customer feedback. It provided documents to this service from 2022 which showed it had reassessed its strategic direction after reflecting on its position. It recognised it was not the organisation as predicted pre-merger and launched its new 5-year strategy 'Simpler, Stronger, Better' in April 2023.

It released the document alongside a variety of new and revised policies, procedures, and processes to support its new objectives:

- we will simplify and strengthen our business
- we will improve our customer offer
- we will improve the quality of our existing and new homes
- we will create a culture which empowers our people

GreenSquareAccord has published its first annual report to show progress against the new strategy which is currently available on its website.

It has completed 90% of stock condition surveys with a plan to complete the remaining 10% in the 2024-25 financial year. The landlord has addressed the building compliance issues uncovered following the merger, confirming it has now complied with:

- Electrical (EICR) testing: 91% of properties have a valid EICR
- Lifting Equipment (LOLER): 96.9%
- Fire Risk Assessments (FRAS): 100% compliance, with an action plan in place to address the actions arising from these
- gas: 99.7%
- asbestos: 100%
- water safety: 98.6%

In November 2023, the Regulator of Social Housing upgraded the landlord’s governance compliance, stating that the landlord has “now strengthened its governance and compliance framework...and now has robust, reliable and up-to-date data on which it has based its compliance and reinvestment programmes”.

Investigation findings

Between August 2023 and February 2024, we issued determinations on 30 cases, relating to issues arising primarily between March 2020 and January 2023¹.



The cases are listed in the table at [Annex A](#).

¹ 2 cases had some issues that arose prior to March 2020.

Top categories for GreenSquareAccord Limited

Category	# Landlord findings	% Landlord maladministration	% National maladministration
Property condition	29	79%	54%
Complaints handling	28	93%	76%
Estate management	7	71%	42%

Please see [Annex](#) for the full case list. This table does not include the findings of ‘outside jurisdiction’ or ‘withdrawn’

Category	Severe Maladministration	Maladministration	Service failure	Redress	No maladministration	Settlement	Total
Anti-social behaviour		4					4
Charges		3					3
Complaints handling	1	17	8	1	1		28
Estate management		5			1	1	7
Information and data management		1	2				3
Moving to a property		1		1	2		4
Property condition	5	13	5	2	3	1	29
Reimbursement and payments		1			1		2
Staff			1				1

Themes Identified

Upon review of cases brought to this service by residents, we were able to identify patterns within complaints and repairs.

We saw issues concerning:

- complaint handling
 - delays
 - informal complaint handling
 - barriers to complaints
- compensation
- policies, procedures, and governance
- repairs

The landlord has acknowledged many of its failures and set about trying to change by creating a new business strategy, revising its policies, recruitment, making changes to governance, and working to change its culture.

Complaint handling

Delays

We saw delays in allowing residents access to the complaints process, and delays in the landlord taking appropriate action at each of its 3 stages.

Until recently, the landlord did not follow the complaint stages set out within the Complaint Handling Code (the Code). It did not provide any information or acknowledge the difference between a service request and complaint. It treated most expressions of dissatisfaction the same way, processing them through a 3-step system

Step 1 'Resolve'

Resolve was a pre-complaint stage where the landlord could attempt to rectify the complaint informally outside of the complaints process. The complaint was dealt with by the contact centre and aimed to be resolved within 2 working days.

The complaint was able to skip the resolve stage and progress straight to step 2 if it met 1 of 3 criteria:

- sensitive: involving vulnerabilities or welfare issues for example
- serious: impacting health and safety for example
- complex: when the complaint involves multiple issues/teams for example

Step 2

If a resident remained unhappy after the landlord attempted to resolve their complaint, it moved to step 2. Step 2 complaints were dealt with by the customer care team and responded to within 10 working days and no more than 20 working days.

Step 3

If the resident wanted to escalate their complaint further, they asked for an executive review at step 3. The landlord would then consider the escalation and address any points the resident felt unhappy with, it would provide a response usually within 20 working days of the escalation request.

The Code has been clear since April 2022 that it is not appropriate to have extra named stages (such as 'stage 0' or 'pre-complaint stage') as this causes unnecessary confusion for residents.

Informal complaint handling

The use of the 'resolve stage' impacted residents in different ways but ultimately, the extra step made the complaint process longer than necessary. Residents reported confusion about which step of the complaint process they were in and delays being able to escalate their complaint, including to this service.

The landlord did allow residents to move straight to step 2 if the complaint met 1 of its 3 criteria, but meeting those criteria was at the discretion of the landlord to apply or relied on the resident when raising their complaint. We have been unable to find details of how residents were made aware of the criteria for moving straight to step 2 and to flag that their complaint was not suitable for informal resolution.

In case [202304900](#), the resident sent a detailed complaint to the landlord outlining their issues and making it very clear they were making an official complaint and asking the landlord to deal with it as such. The landlord instead tried to deal with it under the 'resolve process'. We found that due to the level of detail included in the resident's complaint, the landlord should have known it would need to investigate the complaint further before issuing its response. It should have been clear to the landlord that it was appropriate to escalate the complaint straight its customer care team for a formal step 2 response.

Under the Code, the landlord has an obligation to provide regular updates to its governing body on the volume, categories, and outcomes of complaints. Accountability and transparency are integral to a positive complaint handling culture and landlords must report back on wider learning and improvements from complaints.

The use of the landlord's 'resolve stage' skewed its complaint reporting and presented a misleading overview on the volume of complaints it received. As the landlord did not class the 'resolve stage' as part of its official complaint process, the complaint figures reported by the landlord, from merger to date, do not accurately reflect the volumes of complaints it dealt with.

In the 2023 Annual Report, the landlord outlined that it received 4,694 expressions of dissatisfaction between 2022 and 2023. It reports that 3,402 of those were closed at the 'resolve stage' and only progressed 1,292 complaints to step 2 with 145 escalated to step 3.

Following a review of 2 similar sized landlords, each had reported receiving approximately 2,250 complaints, nearly one thousand more than GreenSquareAccord.

The landlord will not have been alone in having an informal process to handle complaints from residents. In addition to the delays caused to individual residents, it can mean the leadership of the organisation is not aware of the scale of dissatisfaction with a particular service or practice. This means it can miss emerging issues that require a deeper dive and opportunities to drive service improvement. It may also not allocate sufficient resources to an area that requires more support.

Refusal to escalate

Informal complaint handling was not the only blocker residents faced when raising a complaint. We saw examples of the landlord failing to respond to complaints and escalation requests, refusing to escalate to the next complaint stage, and sending multiple stage 1 responses instead of progressing the complaint to stage 2.

The landlord's legacy complaint procedure (June 2023) section 5.8 says the following in relation to escalations:

“if a customer provides additional supporting information once an initial resolution has been issued, it should be reviewed as part of the original investigation rather than being escalated to Executive Review [the landlord's second stage/Step 3]. A further resolution response should be sent by the Customer Care team addressing any additional information or points raised. Similarly requests for additional compensation can be reviewed and responded to as part of and to resolve the original investigation.”

As stage 1 and 2 complaints are handled by different teams, reverting a complaint back to stage 1 took away the chance for an independent review. It also had a subsequent impact on the resident being able to bring their complaint to the Housing Ombudsman.

Failing to escalate complaints further impacts the landlord's complaint figures, leading to a false picture of its complaint volumes, which is misleading to residents, its staff, and governing bodies.

Case study - 202125886

Mr A lives in a flat with shared access to an outdoor communal area, for which he pays a maintenance charge.

The resident reported that a neighbour had installed CCTV, altered the communal garden by removing bushes, erecting a fence and using a third of the communal garden as their own personal space. Mr A reported the issues to the landlord who advised it would speak to the neighbour and ensure the removal of the fence.

Eleven months later the garden remained cordoned off and Mr A made a complaint via telephone to the landlord but did not receive a response. He contacted the landlord the following week and received a stage 1 complaint response letter 37 days later. It upheld the complaint and confirmed it would remove the fence within 28 days.

The landlord had not responded to the other garden issues Mr A had raised and he asked it to escalate the complaint. The landlord sent its final response, a second stage 1 letter, some two months later, but refused to escalate the complaint to stage 2.

As this was Mr A's second expression of dissatisfaction regarding the issue that year and his fourth since the complaint began, it was unreasonable for the landlord to send a second stage 1 response and refuse to escalate his complaint.

Mr A confirmed the problem with the neighbour continued and the landlord sent a new housing officer to discuss the complaint with him. The housing officer did not know the background to the complaint, causing Mr A further frustration and distress because he felt his complaint had not been taken seriously.

Mr A experienced time and trouble with the delay in the landlord accepting his expression of dissatisfaction as a formal complaint. This service had to intervene to prompt the landlord to respond formally, causing further delay.

This service found maladministration in the landlord's handling of the complaint. It failed to raise a complaint at the earliest opportunity and only completed the complaint process following Ombudsman intervention. The landlord was ordered to pay a total of £300 for the inconvenience and distress Mr A experienced for the handling of his requests and complaint. As well as review its complaint handling procedure against the Code and update its compensation policy.

Case study- 202105032

Ms X complained about the landlord's response to her report of a leak and the associated complaint handling. The landlord had failed to provide accurate information about whose responsibility it was to fix a leak. She said the delay meant the leak was not fixed and her property's condition was affected.

The following month, Ms X chased the landlord for a reply to her complaint. The landlord assured her it would respond but failed to do so, not replying until 68 days after her first complaint. The landlord failed to communicate about the delay, which was not compliant with its own policy or the Code.

Ms X told the landlord she was not satisfied with its response. The landlord failed to escalate her complaint to stage 2. We contacted the landlord and asked for its final response. It issued this a month later, 175 days after Ms X said she was not satisfied with its stage 1 response.

Even after our contact the landlord failed to follow its own compensation guidelines and did not offer Ms X any compensation for the significant complaint handling delays and poor communication. We found maladministration with the landlord's complaint handling and ordered it pay Ms X £300 in compensation.

Recent changes to the complaint process

Following the Code becoming statutory, the landlord published a revised complaints policy and procedure for its landlord and property services, dated April 2024. The new procedure now complies with the Code. It has a 2-stage complaint handling process and has removed the informal 'resolve stage', making a clear distinction between complaints and service requests. The new policy does, however, need further work to comply with the requirements set out in the [complaint handling self-assessment](#). Any required changes will be handled outside of this special investigation by our Duty to Monitor team.

This change is constructive and demonstrates a positive complaint handling culture. Subsequent complaint volume reporting will be a truer indication of the actual number of complaints it receives at each of its 2 stages.

There are 2 teams who handle the stage 1 complaints – an early resolution team and the customer care team. There are set parameters as to which team will deal with the complaint, based on the number of issues involved in the complaint, the length of time the issue(s) has been ongoing, if it requires a clear and simple remedy, and the amount of any financial award needed to resolve the matter.

The landlord states that each path is managed by senior staff who review and approve the draft responses going to residents. The early resolution team does not actively investigate the complaint. If, on review, the senior staff member decides that it was not suitable for the early resolution team, it will be transferred to the customer care team within 2 working days for investigation. Following any stage 1 response, should the resident remain dissatisfied, the complaint will be escalated to stage 2 where one dedicated team handles the complaints.

Therefore, in practice, while the landlord has stopped having 3 steps to its complaint process, because of the way that it splits the handling of its stage 1 complaints, it retained the possibility of delaying the complaint because of an inappropriate decision on handling. It is currently too early to comment on the success of the changes and how long they will take to be fully embedded by the complaints team, something recognised by the landlord – it intends to evaluate the early resolution team for effectiveness. This is an area we will revisit with the landlord during our post special investigation monitoring.

It is encouraging to see that the landlord has attended some of our free online sessions offered as part of our [Centre for Learning](#). In relation to complaint handling, 3 of its staff members attended both our Dispute Resolution eLearning and Applying Dispute Resolution eLearning and one member of staff took part in our Statutory Code webinar.

To help embed the changes we would recommend the landlord task its Member Responsible for Complaints to assess what further benefit the landlord could gain from our Centre for Learning. This could include additional staff enrolment in our complaint handling sessions and more recent eLearning and webinars related to the [Spotlight report on attitudes, rights and respect](#).

Compensation

Things can go wrong, and residents will experience problems with their landlord on occasion. A positive complaint handling culture means a landlord should “pay compensation in cases where there has been avoidable inconvenience, distress, detriment, or other unfair impact”.

Compensation does not replace the need for remedial action, but it can help to demonstrate that the landlord acknowledges it has let a resident down.

The landlord relies on 2 documents to set out its approach to compensation. A compensation policy, available to residents and a compensation procedure to support staff in making compensation decisions.

Within its compensation procedure, the landlord describes compensation as “payments to recognise a failure in the way we have delivered our service which has caused a customer to suffer inconvenience or distress”.

However, our review of cases indicates that the landlord’s practice did not align with the landlord’s statement, with compensation being a notable area in which it needed to improve its offer. In all but one of the cases we reviewed, the landlord had failed to offer appropriate compensation – either none at all, or not enough. In some circumstances, even when the landlord upheld complaints, it did not make a financial offer. In total, on the cases reviewed, the Ombudsman has ordered over 3 times as much compensation as that offered.

The core reasons for this gap was the landlord not recognising the period of time the resident had been impacted by the service failings, with similar payments being made regardless of the timeframes; insufficient consideration of individual circumstances and detriment caused to the resident, including loss of enjoyment of the home; and not compensating for all aspects of the service failure.

A key reason why the landlord did not award reasonable payments relates to its compensation policy, which did not offer an adequate framework to help guide staff to determine appropriate levels.

It is evident that this was a primary driver for residents escalating complaints, with 21% of its stage 2 escalation requests in the last financial year. It noted that most customers wanted increased compensation which better reflected the impact of the service failure they had experienced.

The landlord says the purpose of its compensation procedure is “to provide clear guidance on how we manage claims for discretionary compensation”. However, until February 2024, the procedure focused primarily on rates of pay for loss or damages and often failed to recognise when it caused inconvenience and distress to residents.

The legacy procedure contained one example within a bulleted list, outlining types of discretionary payment. It wrote that it may offer: “payments to recognise a failure in the way we have delivered our service which has caused a customer to suffer inconvenience or distress. This may not always be a monetary payment, it could be a voucher or flowers, usually to the value of £25”. The £25 was the only monetary award mentioned in the procedure, in relation to inconvenience and distress.

In comparison, the [Ombudsman’s remedy guidance](#) provides a full breakdown of expected amounts to offer based on varying circumstances. And our [compensation guidance](#) acknowledges that financial compensation may be the only and appropriate form of redress. Our guidance includes a sliding scale ranging between £50 and £1,000+ per finding.

The determined cases reviewed for this report are prior to the compensation procedure changes in February 2024. The landlord tells us that it has worked to improve its compensation offer and produced further guidance for its customer care team. It states the result of this has been increased compensation payments for its residents throughout 2024.

When the landlord receives a severe maladministration finding, it carries out an internal review of the complaint, known as ‘evergreen sessions’, to see where it can learn and improve. The landlord provided 4 examples for this investigation of ‘evergreen sessions’ it had carried out following severe maladministration findings, the first 2 of which were held in 2023. In each of the sessions, compensation was identified as being an issue.

Despite this, the landlord only began to acknowledge the need to revise its compensation procedure in January 2024. It missed opportunities to make the revisions sooner, prolonging the impact to residents.

The landlord updated its compensation procedure in February 2024 and has started work on revising its policy. The new policy available on its website may be the current version but we are unable to confirm this due to it being undated. The February 2024 compensation procedure now includes acknowledgement of time and trouble and a scale on reasonable compensation amounts.

The landlord has updated the policy to incorporate what appears to be a fairer acknowledgement of shortfalls in residents' experience. This will hopefully lead to fairer outcomes and cultural change, all of which are positive steps, but this will take time to embed.

There is still work to be done. The policy does not set out quantifiable financial loss as being separate from mandatory or discretionary payments as our guidance suggests. Rather, compensation for quantifiable losses are included in its definition of discretionary payments, which has the effect of saying that it will not always pay out when there is actual, proven financial loss sustained as a direct result of the landlord's failure. The policy also lacks reference to payments made when damage is caused by contractors.

Case study- 202207443

Ms Z moved into her property and started reporting disrepair issues the next day. Over the following two and a half years there was ongoing communication between Ms Z and the landlord about a significant number of issues at the property. During that time, Ms Z told the landlord the conditions were so bad she no longer wanted to live there. She had damp and mould and no hot water.

Ms Z complained to the landlord, with support from an advocate. The landlord partially upheld her complaint. It accepted it had not been proactive in completing the works. It acknowledged the inconvenience and frustration it caused Ms Z and apologised.

The following month, Ms Z asked to escalate the complaint because she was not satisfied with the response. The landlord failed to acknowledge the escalation request until it was contacted by Ms Z's advocate. It provided its final response, which upheld its original response and did not offer any further findings or remedy.

The response did not acknowledge the level of distress and inconvenience caused to Ms Z by having to repeatedly contact the landlord every month over that period, sometimes about four separate issues. The landlord was late responding to her complaint at both stages of its procedure. It did not apologise for, or explain, the delays. The complaint responses did not address all the issues Ms Z raised.

The landlord did not acknowledge the resident's items had been damaged by the damp and mould, even though its compensation policy says it has the discretion to offer payment towards such damage.

Ms Z complained to the Ombudsman, we found severe maladministration with the landlord's response to her reports of damp and mould and repairs. We found maladministration with its complaint handling. We ordered the landlord to apologise to Ms Z and pay £3,450 compensation. We also ordered actions to resolve the repair, damp, and mould issues. We made recommendations to improve the landlord's service and practice.

Policies, procedure, and governance

Policies and procedures set the foundations for knowledge and help residents and staff know what should happen at each step of a situation. They are in place to protect residents and should help guide the landlord to provide a good service and fulfil its obligations.

In general, a lack of policy or procedure may be due to an oversight but can also be because the landlord lacks clarity on how to deal with specific situations, or because of a lack of insight into where the gaps in its processes are. When this happens, it can call the effectiveness of its governance and oversight into question.

When the landlord merged, each entity had its own policies and procedures. The merger presented the opportunity for the landlord to carry out a review of both sets of options and select the most effective, or to create new ones that took the best from both and strengthened them.

The landlord has taken an inconsistent approach to policy production in the areas we have considered, with some not reviewed or adapted since – or before – the merger despite relating to areas where complaints are being raised most often. Other policies were created post-merger, but some policies were not in place at all.

We have multiple examples of the landlord updating and creating key and important policies and procedures only following our determinations. For example, its aids and adaptations policy was, until December 2023, an old GreenSquare policy from 2017, and this change happened following a finding of maladministration. The landlord updated its voids policy after receiving our determination on case 202204350 and created a pest control procedure after case 202204859. The landlord had an interim policy manager in place prior to this investigation, appointed in April 2023, who the landlord says coordinated improvements, using learning from determinations and our Spotlight and Insight reports.

This approach to policy management suggests that the landlord is not always proactive and accepts that some of its policies and procedures were developed in direct response to the learning from the Ombudsman's determinations.

The impact on residents where policies are absent or outdated echoes throughout the landlord's complaint handling. We saw a number of examples within our determinations where the landlord failed to take individual circumstances into account. Residents were explaining their mental or physical health conditions, but they were not considered during their dealings with the landlord, because there were not the documents in place to support staff dealing with the specific situations. A key example of this oversight was the landlord's handling of vulnerability. The landlord did not have a vulnerability policy until 2023.

Recent development of policies is not necessarily enough to ensure staff are using them efficiently. Policies must be accompanied by clear procedures to provide full guidance to staff, combined with clear oversight to ensure adherence. Change can take a long time before it becomes embedded practice, and the landlord will be aware that it will need to put due thought into how it ensures success.

It is welcome the landlord says it has been doing extensive work on its policies and procedures, employing a full-time policy manager to ensure it maintains a central policy framework. We encourage the landlord to continue to proactively identify what policies remain outstanding for review or do not exist.

Repairs

The Ombudsman's special report into [Birmingham City Council](#) and [London and Quadrant \(PDF\)](#) highlight how a landlord's response to repairs goes a long way to setting the tone for its relationship with residents.

In 2023-24, 79% of all complaints made to the landlord were about repairs, including damp and mould. 71% of our findings of severe maladministration resulted from the landlord's poor repair handling (including damp and mould).

We saw residents experiencing long delays for repair jobs to be booked and completed. The timescales for repairs set out in the landlord's policies were consistently missed, with some residents waiting years for their repair to be completed.

The landlord attributes the delays and backlog to the pandemic, but the delays we saw mainly happened because the landlord failed to book the repair jobs following inspections and there were only a few examples of Covid-19 restrictions affecting work.

In case 202306233, a resident waited more than 2 years for the landlord to complete plastering repairs. It took the landlord 21 months to arrange the required repairs following an inspection. This included 8 months because the landlord placed repairs on hold due to the pandemic, with minimal explanation or communication with the resident, but this was during a period where government guidelines did not restrict landlords from completing repairs.

During this time, the resident was not given updates and had to contact the landlord multiple times to ensure the work was progressing. By the time it sent an operative to complete the works, the plaster condition had worsened, and the landlord had to arrange a further inspection. The landlord took a further 2 months to send the second surveyor and a further 5 months to complete the work. The landlord apologised for the delay and provided compensation to the resident for this specific issue, resulting in a finding of reasonable redress by the Ombudsman.

The lack of communication with residents was a key theme within our review. The landlord did not place emphasis on providing updates during the repair process, leaving residents feeling ignored and unsure of what was happening with their home.

In some cases, the landlord would acknowledge its failures and the distress and inconvenience but did not appear to learn or improve to prevent the same failings happening again to other residents.

Case study – 202229698

The landlord left Mr C believing he had to move out of his long-term home.

Following previous repair issues, Mr C continued to experience damp and asked the landlord to carry out repairs. The landlord explained he would have to temporarily leave the property while the work was ongoing. Following a 3 month wait, Mr C was forced to refuse the suggested repair date because he had not been provided with information on the temporary move during the works or when he could expect to return to his home.

Mr C was later told that he would have to permanently move. However, following a further investigation, the landlord realised the work was not as extensive as first expected and he could remain.

The Ombudsman found that the landlord had failed to progress remedial repairs within a reasonable timeframe leaving Mr C to live with damp and mould. It also left Mr C to coordinate its contractors, did not explain the delays or demonstrate learning from the complaint.

We also found that the landlord failed to communicate with Mr C about the temporary move from his home and failed to effectively communicate its decision to dispose of the property when it thought that needed to happen.

The Ombudsman made a finding of maladministration for both the handling of repairs, complaint and for the communication with the resident. The landlord was ordered to pay a total of £2,573.92 in compensation and carry out further inspections.

The lack of investigation was a theme running through the cases. Residents often received quick fix repairs that did not rectify the cause. They were left living in disrepair and had to spend extended time contacting the landlord. In other cases, the landlord made assumptions on what work was needed without investigating the situation.

In case [202214873](#), the resident complained to the landlord following work it had carried out to the roof of the neighbouring property. The resident claimed the work resulted in concrete and other mess being left in his garden. The landlord took 12 weeks to respond to the resident's complaint and assumed that the resident had dealt with the mess by then. The landlord acknowledged the delay and offered the resident a £10 voucher, we ordered it to provide £125 to acknowledge the delay and the inconvenience to the resident.

The landlord has told us it is taking several steps to improve its repair service. It has changed the way it is managing its repair bookings, including introducing automated appointment reminders. The landlord says it has seen a reduction in 'no access' visits from an average of 32% to 18%. The landlord has provided its repair performance figures showing a reduction in March 2023 from 13,300 open repairs to 6,971 a year later. There has also been a reduction in the time taken to complete repairs, reducing from an average of 66 days to 20 days.

Vulnerability and repairs

We reviewed the landlord's approach to vulnerability when dealing with repairs, assessing the effect the lack of policies had on residents.

The landlord's repair policy says, "we will give all responsive repairs a priority based on urgency, risk, and statutory responsibility. We will always consider a customer's vulnerability, circumstances and information given to us at the time of reporting a repair when determining our speed of response". However, the landlord did not demonstrate that it did this in the complaints investigated. Its shortcomings ranged from not registering vulnerabilities during the repair process to failing to adapt its approach to repairs when it was aware of them.

One resident with limited mobility ([202218810](#)), waited an unreasonable amount of time before the landlord completed works to fix their shower. The resident had to use the shower because of mobility issues and complained to the landlord about low water pressure.

The landlord made no adjustments to its repair process despite the resident and their MP informing the landlord that they were unable to use the bath due to their disability, stating on the records that “the resident had a bath as a back-up washing facility”.

It raised a routine repair, but replacement of the shower took 71 days, well outside of its 28-day timescale, but the landlord did not investigate the low-pressure problem which continued following the replacement. The landlord took a further 8 months to investigate and resolve the pressure issues during which time the resident's water was not connected to the mains water supply line.

The resident was left for a total of 11 months without the means to wash in their own property. The Ombudsman made a finding of maladministration for this issue, ordered the landlord to apologise and provide £400 compensation for the distress and inconvenience caused.

Failing to take into account residents’ individual needs and carry out thorough investigations into issues aligns with our findings in the [Spotlight report on attitudes, respect and rights](#) and is reflected in what residents are telling us about the landlord’s handling of their repairs. We have made recommendations to the landlord regarding the application of learning from this report.

The landlord told us that it acknowledges the shortfalls identified through Ombudsman determinations and has completed further work in the area. This includes the production of new policies, staff briefings and learning packages.

Knowledge and Information Management (KIM)

The landlord lacked a firm grasp on its record-keeping, leading it to send surveyors and contractors to assess jobs multiple times in order to know what actions to take next. Throughout our investigations, the lack of available records meant we were left without answers on the exact extent of what work the landlord had done. We saw notes where repair jobs had been cancelled without explanation, appointments missed without notes as to why and the status of work not recorded on systems. This created confusion for both residents and landlord, with neither sure on what was happening with the repair.

The landlord accepts the merger bought together different digital management systems which has led to colleagues storing information across different platforms. It also accepts that information has been stored over different databases, making for poor data gathering and storage. This reinforces the findings of our [Spotlight report on Knowledge and Information Management KIM](#), in which we emphasise the need to ensure systems are consolidated and tested prior to completion of the merger to prevent service failures.

The landlord is currently developing a Single Housing Management system and looking at how to achieve this efficiently and effectively. Although this is an encouraging step, our [Spotlight report on KIM](#) stresses that a change of system alone is not a panacea.

Since September 2023, 5 members of the landlord's staff have attended our KIM virtual classroom, and 1 has completed our associated e-learning. While this is welcome, we would have expected to have seen a higher level of engagement with our Centre for Learning resources at this stage – over 12 months since the report's publication and since these issues were identified by the landlord. These learning sessions and materials will help the landlord with both its plans for a successful implementation of the new system, and also with identifying what other steps it needs to take to improve its KIM. We have also reviewed the landlord's self-assessment against the [KIM Spotlight](#). The self-assessment has detailed some of the actions the landlord has taken but there is scope for further work it can do or updates it can provide.

Satisfaction with repairs

The landlord's satisfaction results surrounding repairs, as shown on its monthly dashboard, sit at 88% and above for the last 3 months. This satisfaction rating has remained steady for the last 11 months. However, this scoring is in stark contrast to the 51.8% satisfaction recorded against overall repairs in its Tenant Satisfaction Measures (TSM).

The TSM survey asks residents about their views on the landlord and to provide a score.

In 2024, 20% (4500) of the landlord's residents responded to give their view on how they perceive the landlord. The disparity between the monthly and TSM scoring is something the landlord is now working to understand, as it does not want to assume that the low score is based on historic opinion, it wants to know what is driving this and what it can do to improve its customer offer. In July 2024 it held customer panels and visited 8 of its locations, with one of its aims being to understand why the difference exists.

As many of the changes the landlord is making are very new, we have reached out to residents to ask about their very recent experiences with the landlord. While the scope of review does not allow for specifics (to ensure anonymity), we have received 28 responses with 12 (43%) mentioning repairs.

We have also reviewed the new complaints (since June 2024) being brought to us. While these are yet to be investigated, most contain a stage 1 and/or stage 2 letter, which allows this service to get a good understanding of the complaint from both the resident and the landlord. The cases show that complaints are still predominately about repairs – out of the 18 cases raised to us since 13 June 2024, 12 (66%) have involved repairs.

While we acknowledge the numbers above represent only a small proportion of residents, they show a snippet of what is driving the landlord's complaints and where it should continue to focus its efforts.

Case study - 202212832

Mrs P complained about the landlord's response to her reports about repair works at the property. We also considered the landlord's complaint handling and record keeping. Mrs P is disabled, and the landlord was aware of this information during its handling of her repairs and complaint.

She asked the landlord to inspect her property. It found various issues which required repairs. Mrs P complained to the landlord when it failed to take action to resolve the issues. The landlord carried out further inspections later that month and the following month. Mrs P raised additional repair issues to the landlord and made further complaints about its failure to resolve them.

We found maladministration with the landlord's failure to resolve some of the issues. Mrs P was left with damp in her kitchen and bathroom, wood rot in her kitchen and without adaptations she needed for her disability.

We also found the landlord failed to properly consider Mrs P's disability and needs when it replaced the kitchen. It carried out a standard installation and told Mrs P she would need a disabled facilities grant for any adaptations she needed. This was an unsympathetic response and an avoidable outcome.

We found a lack of accurate case recording and information throughout the landlord's handling of both the repairs and complaint handling. The repair records lacked detail and there were significant gaps in their records. These gaps and omissions meant the landlord could not demonstrate what steps it took to resolve the resident's concerns, its overall management of the issues and condition of the property.

The complaint responses were not Code compliant; they failed to address all the complaint issues, clearly explain the findings and did not offer redress for all the failings identified. When compensation was offered, it was not sufficient and when Mrs P accepted the payment it closed the complaint without addressing all the complaint issues.

We ordered the landlord pay Mrs P £1,700 in compensation, over 20 times the landlord's compensation offer. This is because the landlord had not considered the loss of the full enjoyment Mrs P had of her home, the distress and inconvenience she endured and the time and trouble of dealing with the complaint, including delays associated with poor record keeping. We also ordered an apology and remedial action to address the outstanding issues. We made recommendations to improve the landlord's practice and learn from the case.

The landlord carried out its own review of the case following our investigation and identified that it did not appear to have given due regard to reasonable adjustments Mrs P required. A contributing factor may have been the lack of vulnerable person policy and reasonable adjustment policy as well as relying on an old aids and adaptations policy.

Compliance

In the 30 cases monitored, we ordered the landlord to apologise to 21 residents and pay £36,932.69 in compensation. Moreover, we made several orders and recommendations to try to prevent the same problems happening again.

The individual orders and recommendations can be found in the investigation reports on our [website](#). Our decisions are published to our online casebook 3 months after determination. In some cases, we may decide not to publish a decision if the resident's anonymity may be compromised. Full details of what and when we publish are set out in our [publication policy](#).

The key or repeated orders and recommendations made to the landlord are summarised below.

Complaint handling

We ordered the landlord to review its complaints policy, procedure, staff guidance, and training to ensure compliance with the Code, including improving timeliness of complaint responses and staff members' ability to identify complaints made through different channels.

Compensation

We ordered the landlord to:

- take action to compensate the resident depending on the outcome of a decant situation

Policy and procedures

We ordered the landlord to:

- provide training to its staff on the proper implementation of the compensation policy
- provide updates on the improvements of its compensation policy and associated staff training
- carry out review of its repairs process and procedures to ensure compliance with its repair policy

Repairs

We ordered the landlord to:

- carry out a survey on varying repair issues to assess the next steps needed
- complete repairs on windows across 2 separate cases and residents
- carry out a survey of the electrics and complete any associated work
- inspect any remaining issues and adjustments needed to the resident's kitchen and provide a timetable of when works will be completed
- investigate and resolve any faults with the resident's carbon monoxide alarm
- inspect the property and identify any remedial works outstanding providing the resident with a timetable for completion
- inspect the property and identify any outstanding remedial works for the water pressure and shower and send a timetable for completion
- inspect the property fence to ensure it is in line with GIS measurements and provide an update to the resident
- carry out a case review to identify any lessons on a number of issues relating to the handling of repairs
- undertake garden maintenance

Damp and mould

We made 3 separate orders on 3 cases asking the landlord to send surveyors to review the property for damp and mould and carry out any associated repairs.

Record keeping

- we made 2 separate findings ordering the landlord to contact the resident to understand their vulnerabilities, update the information on its systems and make any reasonable adjustments
- provide training to relevant staff regarding completion of notes in relation to post-void inspections
- carry out a case review on its management of knowledge and information

Conclusions

Complaint handling

It is clear more steps could have been taken pre-merger to ensure complaint handling was robust. This would have ensured a coherent approach across the new organisation as well as ensuring service standards were maintained. It would have helped recover service failures during the stress and strain of transition and a more positive experience for residents at the start of a new relationship. Had greater care and attention been given to complaint handling, these complaints could have been prevented. It is vital other landlords who are considering merging reflect on these findings.

Since the merger, the landlord has started to focus on complaint handling and taken some positive steps. However, it needs to go further to ensure a fair and accessible complaint handling process for its residents. There were many obstacles in the way and residents had to persevere through completing the process to have access to independent redress.

The landlord has very recently made changes which align with the principles of good complaint handling that should allow residents a fair review of their complaints. It is disappointing that the landlord did not make these changes earlier.

It missed an opportunity to align itself with the Code for 3 years and some of its residents will have experienced distress and inconvenience as a result.

The landlord has told this service that it wanted to wait until the production of the statutory Code before changing its process. However, since April 2022, the Code has outlined the need for a 2-step complaint process from the outset and expressly stated that informal complaint handling should not happen.

The landlord is now having to undertake additional work in changing not only its complaint policy and procedure but all of its policies which align with them. Its staff have been retrained and a strong governance will be needed to ensure implementation of the changes and to earn back residents' trust.

Compensation

The landlord missed an opportunity to revise the policy and procedure earlier as part of the post-merger work. As a result, the inconsistencies in remedies, particularly compensation payments, continued longer than they should have, and it is yet to be seen if the changes are positively impacting its residents.

It does appear that the landlord is now taking the resident and Ombudsman feedback on board to make the necessary changes needed to improve its compensation offer. However, although the policy and procedure has been updated to include the positive changes, we have reviewed the new documents and are concerned that it may still lead to similar failures occurring in future. The landlord's attitude toward remedies and compensation, previously seemed to be "avoid at all costs".

The Ombudsman will continue to work with the landlord and encourage it to monitor both the payment amounts it offers and the payment timescales to ensure the change has longevity.

Policy and procedures

The creation of new policies and procedures is encouraging, and we welcome landlords ensuring they are in place.

They help to form a well-structured approach to situations and build trust between landlord and resident. They also offer transparency for residents to understand how they should be treated and a way for the landlord to hold itself to account when things go wrong.

Policy and procedure should not be viewed as something to be in place because there is a requirement for it to be, but because it is the foundation to the success of a fully functioning organisation. Most of the changes to its policies and procedures in the areas we considered have happened within the last year. The work involved to ensure they are embedded should not be underestimated. It will need a strong commitment from the landlord and a positive culture, combined with work from its management team to provide training, support its staff through the changes and ensure strong quality assurance is in place before it begins to consider the changes successful.

Repairs

The landlord is taking steps to improve its offer and has implemented new ways of working with repairs. It has taken learning from our findings in order to carry out its own reflection on how its repair services work, creating new policies in different areas of repairs.

It has also undertaken a project to oversee improvements of its data quality, focusing on ensuring it has an accurate view of its total stock position and assurances on building safety checks.

We are encouraged to see the work the landlord continues to do within the scope of its repair offer and its understanding of its need to improve. Repair issues continue to dominate the examples of complaints we are seeing, and the landlord should assess what further work it can do to ensure continued improvement.

The examples we have seen of residents waiting extended periods of time between surveys and work being booked, not only leads to frustration for residents but has shown delays have led to further disrepair. This is problematic for the landlord in that it is duplicating work, causing further strain on its relationships with its residents and taking up time it could be using to help other residents.

The landlord's approach to record keeping will be key to ensuring a successful repair offering. To date, the merger of 2 systems has not provided a consistent and reliable approach to repairs, leading to confusion for residents and staff. The landlord has shown it is assessing its options for a new system, reviewing what is needed to provide a better service. The work it is doing to understand how residents currently view its repairs can help to drive these improvements.

Any new systems or ways of working within repairs has to be coupled with a focus on resident needs. The addition of new policies to help staff properly assist residents with specific requirements must remain a focus within repairs. We will continue to work with the landlord throughout the monitoring period to review the success any changes are having.

Recommendations

Complaint handling recommendations

In the post monitoring period, we will ask the landlord to:

- provide a summary of service request cases since April 2024 to present for the Ombudsman to review that distinction is now being made between these and complaints
- appoint a relevant person, possibly the Member Responsible for Complaints, to assess what further benefit the landlord could gain from our Centre for Learning - including additional enrolment in our complaint handling sessions and more recent eLearning and webinars related to the Spotlight report on attitudes, respect and rights
- provide details of the percentage of staff who have had updated complaint handling training so far, and the anticipated timescales for full completion
- provide an update on its review of the complaints policy, procedure, staff guidance and training to ensure compliance with the Code

Compensation recommendations

In the post monitoring period, we will ask the landlord to:

- expand the compensation policy and procedure to include more examples of different remedies
- provide clarity on the published document as to when the compensation policy was created
- amend the policy to recognise that responsibility will be taken for any detriment or damage caused to an individual or their property and belongings by a third party (contractor) working on the landlord's behalf
- update the policy and procedure to show quantifiable loss payments as their own category of compensation payment, independent of mandatory and discretionary payments, and provide examples of quantifiable loss

Examples of quantifiable loss could include:

- increased heating bills due to disrepair
- having to pay for alternative accommodation or take away food
- paying for cleaning or carrying out repairs where a landlord has failed to meet its obligations

These would come with a caveat that any such costs must have been reasonably incurred and evidence of such loss has been provided.

Policy and procedures recommendations

In the post monitoring period, we will ask the landlord to:

- publish a self-assessment against our latest Spotlight report on attitudes, respects, and rights
- devise a consolidation plan for its policies and procedures, including details of any prioritisation framework

Repairs recommendations

In the post monitoring period, we will ask the landlord to:

- provide an update on the Single Housing Management system, including the roll-out plan, staff training and anticipated go live date

Knowledge and Information Management (KIM)

In relation to information provided within the knowledge and information management self-assessment, we ask the landlord to:

- provide an update on the status of the current data governance framework and action plan
- provide an update on the learning pool linked to 'Equality in the workplace' training and any further training as a result of our latest Spotlight report
- provide the revised policies and procedures on data quality
- provide a copy of the update on the AIS requirements sent to the Executive Board in October 2023, with specific regard to updates in relation to the work the communication team are doing on the scheme of information which will be published to tenants
- provide an update on the systems and information map being produced by the Data Governance Framework Action Plan
- provide an update on how many tenancy audits have been completed to date and a summary of any initial findings and themes

Statement from GreenSquareAccord

We recognise and accept the findings of this report and will fully comply with its recommendations. We have welcomed this opportunity to work with the Housing Ombudsman Service to share our progress and gain further learning to take forward.

Getting things right for our customers is our top priority and we will use the learning from this process to drive further improvements and ensure the service our customers receive reflects this fundamental commitment.

We are pleased the Housing Ombudsman Service has recognised the positive changes we have made since the cases explored as part of its investigation. As the report outlines, we now have a much more robust complaints handling process and many of the challenges identified are now either resolved or are in the process of being resolved. Learning from complaints and sharing lessons with colleagues to avoid future cases is now a fundamental part of our work. We are working hard to improve our knowledge and information management and how we recognise, record, and respond to vulnerabilities. We have also made significant improvements to our approach to compensation.

Many of the cases included in this investigation were more than 2 years old and many reflected the ongoing challenges we faced following our merger in April 2021, when we were prioritising improvements to building safety and bringing together our operational services. However, we accept the finding that we could, and should, have made some of these changes more quickly.

We have complied in full of all orders made by Housing Ombudsman Service and will now work alongside them as we comply with its recommendations and provide further assurance that we have a proactive, fair and robust approach to preventing and dealing with complaints.

We recognise we still need to improve, and our refreshed five-year strategy will see us deliver transformational projects to ensure we simplify and strengthen our organisation, invest in our homes and our people and, crucially, improve our customer offer.

Annex A – List of cases determined

Our decisions are published to our [online casebook](#).

Findings	Severe Maladministration	Maladministration	Service failure	No maladministration
202006337	Complaints handling Repairs	Reimbursement and payments		
202105032		Complaints handling Leaks, damp and mould		
202121319		Anti-social behaviour Service charges Complaints handling Estate management General repairs	Heating and hot water	

Findings	Severe Maladministration	Maladministration	Service failure	No maladministration
<u>202121460</u>		Complaints handling	Pest control	Estate management Moving to a property Leaks, damp and mould (Reasonable redress)
<u>202124467</u>		Leaks, damp and mould	Complaints handling	
<u>202125886</u>		Complaints handling Estate management		
202125891		Complaints handling Leaks, damp and mould		
<u>202128291</u>	General repairs (x2)	Complaints handling		

Findings	Severe Maladministration	Maladministration	Service failure	No maladministration
		General repairs		
202204350		Complaints handling Information and data management Void works General repairs		
<u>202206981</u>			Major works	Complaints handling (Reasonable redress)
202207443	General repairs Leaks, damp and mould	Complaints handling		
<u>202207660</u>		Service charges Complaints handling		Moving to a property

Findings	Severe Maladministration	Maladministration	Service failure	No maladministration
<u>202209533</u>			Complaints handling General repairs	General repairs Pest control
<u>202210565</u>		Heating and hot water		
<u>202212832</u>		Complaints handling General repairs (x2)		
<u>202214873</u>		Complaints handling	General repairs	
202215369		Complaints handling Leaks, damp and mould		General repairs (Resolved with intervention)
<u>202218810</u>		General repairs	Complaints handling (x2)	

Findings	Severe Maladministration	Maladministration	Service failure	No maladministration
202222284			Complaints handling	Moving to a property (Reasonable redress)
202222345		Anti-social behaviour	Information and data management	Complaints handling
202227088		Complaints handling		General repairs Reimbursement and payments
202227249		Estate management	Complaints handling	
<u>202229616</u>		Complaints handling Heating and hot water		
<u>202229698</u>		Complaints handling Moving to a property		

Findings	Severe Maladministration	Maladministration	Service failure	No maladministration
		Leaks, damp and mould		
<u>202302023</u>		Estate management		
<u>202302675</u>		Rent Complaints handling		
<u>202304099</u>		Anti-social behaviour	Complaints handling Information and data management Staff conduct	
<u>202304900</u>		Complaints handling Estate management		
202306233			Complaints handling	General repairs (Reasonable redress)

Findings	Severe Maladministration	Maladministration	Service failure	No maladministration
202309100				Estate management (Resolved with intervention)

Annex B – Severe maladministration findings made prior to this investigation

Case reference	Severe maladministration finding
202006337	Handling of the resident's repairs and complaint. 31 August 2023 *
<u>202128291</u>	Handling of the resident's repairs. 28 June 2023
202207443	Handling of the resident's repairs and reports of leaks. 28 June 2023

*Our initial findings were made on 31 August 2023; a review was requested, and we provided our revised findings on 18 June 2024.