

# Learning from: Severe Maladministration



**Taking the key lessons from our  
severe maladministration decisions**

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# Introduction

Everyone deserves a safe, warm and decent home.

This is exactly what social landlords achieve for millions of people – and it is vital work.

Yet, no one reading this report would want them or their families to live in the property conditions we have investigated.

You will read about children at risk from exposed electrical wires or falling through holes in floors large enough for them to fit. Older people experiencing temperatures of 35°C because of faulty boilers. Dead rats making someone's home uninhabitable or reports of skin conditions because of contaminated water.

Despite the seriousness of the failings in this report, these hazards can go unresolved for months and years. In several cases, repairs were unresolved at the point of the Ombudsman's decision and in one case the landlord mishandled the local authority's improvement notice.

This shows a degree of complacency when responding to hazards, which is alarming given the statutory framework has been in place for 20 years.

Why?

A fundamental flaw in the sector's approach is a failure to risk assess and triage cases effectively. Several landlords have told us in response to this report that triaging has been introduced. This is welcome but long overdue – and all landlords should consider adopting triaging.

Because a hazard is assessed based on the circumstances of the household – age, health, vulnerabilities – and omitting that vital step could result in hazards being missed.

I also worry there is a disconnect between the responsibilities of councils and landlords – it is the landlord's obligation (both social and private) to ensure a home is free of hazards but enforcement of the hazard's rests with local government.

Not all landlords will await intervention by Environmental Health, but can we be confident that all landlords are being sufficiently proactive identifying hazards?

And why have I seen a pattern in the last few months of improvement notices for the most serious hazards being mishandled by landlords?

Nor should it be incumbent on the resident to phone up to report a hazard for the landlord to identify it – it is for the resident to report a problem such as pests, electrics, or asbestos and for the landlord to think whether it is a statutory hazard or not. And to do so without waiting for action from Environmental Health.

Another issue is the seeming disconnect between the policy framework and landlord's practices. Its repairs policy may not directly address hazards. Its assessment of the resident's circumstances may not align to the hazard. Its standard for new tenancies (called its void standard) can differ to the Decent Homes Standard. This means vital opportunities to prevent issues can be missed.

So there is a strong case for consolidation and simplification in the policy framework which the introduction of Awaab's Law and a new, universal Decent Homes Standard could bring. This could also introduce clearer accountability.

Yet in waiting for new measures, landlords should not lose sight of the fact there is already sufficient statute in place which should have prevented the conditions seen in this report. Awaab's Law, for example, would be grounded in the existing statutory obligations to respond to hazards and will not replace them.

Therefore, right now landlords should be assuring themselves they can deliver robust action on hazards and doing so will make them better prepared for Awaab's Law.

Our report touches on 12 of the 29 hazards; that often more than one hazard can be present in a case signifies the level of disrepair in some properties.

It offers practical lessons for landlords. It raises questions over oversight, monitoring, records and good communication. It challenges why landlords did not connect the dots between a hazard in one property and others in a block. It tests whether landlords have the right approach to temporary moves, which can be deferred because of cost but leaving the resident at risk.

It also focuses on trust.

The breakdown of trust between resident and landlord is apparent in some cases. This has resulted in the landlord experiencing difficulties gaining access to the property. I know this area concerns many landlords and it is one we will be examining in depth in our next Spotlight report.

The cases in this report give differing perspectives. A concern is repairs that have never happened being closed because of 'no access' – access problems do not negate the landlords' obligations. This situation could be the result of the landlord not pre-booking appointments. Either way, cases should not be closed.

It is also clear to me that landlords must use all tools to address hazards, and this includes legal action, especially where other residents may be exposed to the hazard, such as the carbon monoxide case; but equally it must explore other options, such as mediation, and prevent service failures early on that can result in poorer relationships.

Taking action on these lessons will help landlords deliver that basic human right of a warm, safe and decent home.

**Richard Blakeway**  
**Housing Ombudsman**

## Hazards: improvement notices, falls and fire

Property condition is the top complaint category at the Ombudsman and many cases could contain a hazard. In many of these cases, landlords have failed to identify the need for more urgent action where a hazard is present and in this first case study this includes taking appropriate action following the intervention of environmental health.

### Platform Housing Group

In **202208458**, **Platform Housing Group** failed to act on an improvement notice it was served by the local authority for a category 1 hazard, following a leak that caused damage to the roof over a number of years. At the time of the issue, there were 2 young children living in the home.

It took the landlord nearly 2 years to identify the cause of the leak and another 3 months to ask for planning permission to address it, which was then granted within 3 days. The landlord also failed to meet the timescale set by the council to repair the roof in accordance with the improvement notice.

Given this was issued for the most serious hazard, it should have been appropriately actioned by the landlord, with the resident informed of any scheduled works or potential delays in repairing the roof.

The landlord also failed to appropriately explore the options of temporary pending remediation work, showing a disregard and lack of awareness of the severity of the hazards identified. It also did not keep the resident up to date throughout the works or keep its records up to date.

The landlord should have taken appropriate steps to avoid or minimise damp and mould which are potential health hazards in line with the Housing Health and Safety Rating System (HHSRS).

It took 16 months to complete a mould wash and did not even deal with the other issues with the property's condition, such as the resident not being able to use a window due to the damp and mould.

The Ombudsman referred this case on determination to the Regulator of Social Housing because of the failings on the improvement notice, as part of its Memorandum of Understanding and the severity of the issues present.

In its learning from this case, the landlord says it has introduced a new Customer Relationship Management (CRM) system, implemented a new referrals process to look into repeat repair jobs, and recruited new Quality Assurance and Complaints After Care teams.

## Clarion

In 202231277, there were significant delays in completing repairs, with the **Clarion** resident living in a property that ended up with damp and mould, pests, electrical hazards (including loose electrical wires and unresolved leaks into plug sockets), inadequate heating, and excess cold due to the disrepair.

The resident was left partially unable to use 2 rooms within the home and this forced her to make certain lifestyle changes. She informed the landlord about her belief that her child's bedroom was hazardous and raised general health and safety issues, including how her child's foot could go through the floorboards and some holes were big enough for her child to fall through.

The landlord did not demonstrate that it completed any health and safety assessments or evidence that it completed risk assessments when concerns were raised about how the property's condition was affecting hers and her children's health. This is even after its surveyor had indicated that parts of the property were uninhabitable.

Once the landlord was aware that the condition of the property was potentially having an adverse impact on the health of the child living in the home, due to the child needing increased medication, the landlord failed to take prompt action or reconsider its approach. This caused the resident profound distress.

There was significant disruption over a prolonged period including eating cold meals in the house and a mattress having to be put down in another bedroom due to 1 of the rooms being uninhabitable. The family has since been moved in a mutual exchange.

In its learning from this case, the landlord says it has updated its Inspection checklist to make sure it covers all aspects of repairs and bring in a surveyor when required and reviewed its mutual exchange process. It has also updated its policy and procedures and training for staff and undertaken a self-assessment into knowledge and information management to improve its record keeping.

## L&Q

The Ombudsman found severe maladministration for how **L&Q** (202225494) handled a hazard including a faulty balcony door in which there was a young child living in the home.

The majority of the events within the report happened prior to the special investigation report into the landlord and the Ombudsman has engaged with it on these aspects to drive improvements in services.

The home is a second-floor property and as the balcony door did not lock shut, there was a serious risk of the child accessing the balcony unsupervised. It took the landlord 14 months to repair the balcony door, and it did not change its approach during the winter months to be more urgent.

The HHSRS could also have provided the landlord with a useful tool to have assessed the likelihood of the resident's child suffering a potentially harmful



occurrence in the next 12 months. The property inspector should also have judged the possible harm outcomes that could result from such an occurrence.

There is no evidence the landlord considered the health and safety risk posed by a balcony door which would not shut throughout the lifetime of the case, which included the fall risk, heating loss and therefore increased heating bills. The landlord's failure to assess and manage the risk, in addition to considering what alternative interventions it could implement, is evidence of a serious failure in its management of repairs.

Whilst part of the delay was due to a part not being available, there is no evidence the contractor or landlord sought an alternative supplier or whether the door could be replaced to resolve the issue.

In its learning from this case, the landlord referenced the work it has undertaken with the Ombudsman as part of the special investigation report, launching a wide-ranging programme of improvements to drive up the quality and responsiveness of its repairs service, aiming to deliver more repairs each day and offer residents a first-time-fix as often as possible – the landlord says this has led to an increase in resident satisfaction.

## Peabody

In 202317044, **Peabody** failed to resolve disrepair issues over the course of 3 years – even at the point of the Ombudsman's determination was issued – leaving a resident and her children unable to access the kitchen to prepare food and needing to put tarpaulin over some appliances when it rained to make sure they did not get wet or damaged by the leaking water.

However, when there was a significant amount of rain, the tarpaulin was not enough to protect the appliances.

The resident had to spend a lot of money replacing damaged items such as her fridge, freezer, tumble dryer, washer, and her child's toaster to avoid cross contamination due to her vulnerability, as well as additional electricity due to lack of heating in the kitchen.

The conditions of the home were so poor that the resident, who has mobility issues and arthritis, had slipped and fallen due to the leak on several occasions. She also had to regularly use bedding and buckets to soak up or catch the leaking water.

There was also a fire hazard caused by the water, leaking into her appliances, but the landlord provided no evidence it completed any assessments to make sure that the property remained safe following her concerns. It was also an opportunity for it to think about if it needed to take temporary action such as a decant due to the safety concerns raised.

In its learning from this case, the landlord says it has since resolved all issues, updated its Additional Needs Policy and implemented a new local repairs service, with contractors now providing repairs at a neighbourhood level to make sure that hazards are properly looked at and fixed as quickly as possible.

## **Key learning related improvement notices, falls and fire**

When there is disrepair that leads to a hazard, landlords must undertake a form of health and safety or risk assessment, investigating the hazard and understanding the impact it is having or could have on the household.

Where a contractor is involved in repairing the hazard, the landlord is still responsible for the level and standard of the service it expects to see.

Landlords also must make sure that effective communication occurs during the lifetime of a case, especially where a situation may have an adverse impact on them.

It is best practice for landlords to appropriately record information including any reports of repairs, agreed actions, or further issues raised by a resident. The failure to create and record information accurately can result in landlords not taking appropriate and timely action, missing opportunities to identify that actions were wrong or inadequate, and contributing to inadequate communication and redress.

## Hazards: damp and mould and overcrowding

The impact that damp and mould can have on the health of residents has been well documented by medical professionals, in Ombudsman reports, and in the media.

While this report could have highlighted another 100 cases as the Ombudsman did a couple of months ago, these examples relate to specific hazardous conditions that will help landlords prepare for the introduction of Awaab's Law.

### Camden Council

The Ombudsman awarded £11,000 in compensation after **Camden Council** (202337252) failed for almost 4 years to address disrepair in a home. It had offered no compensation at any point during its complaint's procedure, despite poor decision-making and the distress caused to the resident because of their vulnerabilities.

This case predated the special investigation report into the landlord and the Ombudsman is engaging with it to implement the changes raised in that report.

In the case, the landlord failed to consider the impact on the family, who had breathing conditions, and did not work closely enough with its contractor to seek assurances around the works, which impacted the use of 3 bedrooms. These vulnerabilities should also have meant the landlord assessed the need for a temporary move.

The issues were ongoing for 40 months and the landlord failed to direct the resident towards its insurers in good time, which may have impacted on the family being able to claim at all.

In its learning from this case, the landlord says it has introduced a new damp and mould policy with training and guidance for all repairs staff, a dedicated back-office team and operatives, new diagnostic equipment, and a new repairs database.

## Islington Council

In 202303320, the Ombudsman found severe maladministration for how **Islington Council** handled a damp and mould issue, including how it impacted on the overcrowding within the home – another one of the major hazards.

There were 5 residents confined to 1 room due to the issues in the home.

This case was determined after the Ombudsman's special investigation report, and the landlord is engaging with the Ombudsman to implement policy and practice changes to prevent future failings in this area.

The resident reported water coming through the living room ceiling and that it was close to collapse. While the landlord did attend this appointment as an emergency, it failed to categorise the house as unsafe to live in until the resident formally complained.

The landlord also failed to address the root cause of the leak, which meant that it undertook repairs to the ceiling only for it to show signs of water damage soon after. This meant that the resident was unable to use her living room, as well as a bedroom which was similarly impacted.

While some rescheduling of works took place due to the weather, there were other unexplained delays, meaning the works were unresolved for 18 months despite operatives and scaffolding coming and going.

The lack of resolution with regard to the issues was perpetuated by the landlord's poor communication, causing understandable frustration and distress to the resident. The landlord has since moved this resident and her family into a new permanent home.

In its learning from this case, the landlord says it has made significant changes to its damp procedure, changed its tenancy management structure to shift to small patches which will provide more support for tenants, including regular tenant audits to pick up on issues in the home, and published new allocations and repairs policies.

## Silva Homes

In **202313847**, **Silva Homes** failed to act on reports of damp and mould for 3 years, leading to Environmental Health becoming involved.

The landlord did not take the matter seriously prior to the resident making a formal complaint and failed to take her asthma into account when dealing with the issue. It initially tried mould washes but soon gave up after one failed attempt. This policy has since changed at the landlord.

After the resident complained it took the issue more seriously and Environmental Health got involved. It inspected, repaired an extractor fan in line with its repairs policy, and requested a specialist survey which was positive and in line with its damp and mould policy.

While the specialist company inspected within a reasonable time it did not communicate effectively with the resident and the landlord failed to be proactive in managing the appointment booking and failed to chase for the report.

In its learning from this case, the landlord says it has updated policies, introduced mandatory training for frontline staff, and established a dedicated damp and mould team.

Qualified surveyors now assess the severity of reported cases before passing them to its in-house team to resolve promptly and the landlord has invested in equipment to better diagnose and treat issues.

## Key learning related to damp and mould and overcrowding

Tackling damp and mould with a zero-tolerance approach should be how all landlords approach the issue. It can be caused by various factors, such as leaks, which can be complex to deal with and resolve. However, landlords should make sure that where this is the case it is communicating clearly with the resident to understand the impact the damp and mould is having on the household.

There is an expectation when a hazard such as this is present that risk assessments are done to seek out whether a temporary move is needed. It may also be that works are prioritised or alternatives sought, such as replacement windows, doors or other drivers, to achieve speedier resolution.

Landlords should also be mindful of the impact on residents in this situation when considering redress, and the compensation offered should reflect the severity and length of time in recognition of the impact and distress caused. This must include personal circumstances, which changes the level of impact.

## Hazards: hygiene and water supply

While there may be occasions that the water supply is the responsibility of the water company, there are also various aspects that the landlord has obligations for.

## Clarion

In 202123938, **Clarion** failed to deal with a suspected water contamination effectively, after the resident reported that her skin had come up in rashes and that she found flies in her bath.

After reporting the issue to the water company, it explained that it could only test the cold water supply and other areas were for the landlord to inspect. After several attempts, the landlord sent an operative round on an emergency basis to conduct a water test. The resident recalls that the contractor who attended advised that her water was contaminated and contained parasites.

The resident phoned 5 times following this and eventually it sent an operative out to drain the tank. This included a bucketful of water with a cap full of detergent into it and when the operative left, the detergent was still running through the water.

When a neighbourhood officer later attended, he advised the resident not to wash in the water as he could strongly smell the detergent. This left the resident unable to wash for a period, despite having health conditions seemingly caused by the water contamination issue that had occurred through no fault of her own.

The landlord later provided the resident with a temporary move whilst it made the water safe.

In its learning from this case, the landlord says it has changed the way it handles vacant (or void) properties, ensuring full repair histories are reviewed when the property is received.

In addition, if a vacant property is not let in a timely manner, any water storage tanks are emptied and re-filled to make sure that the water is adequate for use.

## Key learning related to hygiene and water supply

Landlords should make sure they are aware of their role and responsibilities surrounding this key hazard and the impact it can have on any household it affects. Any hazards, including those that may be more uncommon than others, should be treated with the same urgency and landlords investigate swiftly and communicate effectively.

Working with third parties is also key and this should be done efficiently and in a timely manner to make sure that resolution for a resident is not delayed.

## Hazards: excess cold or heat

Guidance for the HHSRS sets out that a healthy indoor temperature is approximately 21°C and that temperatures below 16°C or above 25°C, may pose serious health risks, particularly for elderly or more vulnerable residents.

### Anchor Hanover

In **202210054**, **Anchor Hanover**, the specialist housing and care provider for older people, failed to deal with high temperatures in a home.

It failed to follow its internal processes for contacting its energy team and did not monitor the temperature until 168 days after its stage 1 complaint response.

In this time, the landlord offered no alternative solutions.

Given the numerous medical conditions afflicting the resident, of which the landlord was aware, it was not reasonable that the landlord treated this as a routine repair and did not investigate this concern sooner.



The landlord was aware that temperatures regularly over 25°C may be harmful to the health of older people and increase the risk of a stroke or heart attack.

Early monitoring would have informed the landlord of the risk that he was exposed to and whether any immediate action was needed to be taken to prevent risk of harm.

It is also clear from internal communications at the landlord that the top floor properties at 2 schemes were a concern. The internal communication referred to this being over the “last 4 summers” and suggested temperatures of 35°C being recorded.

Although the landlord had taken steps to monitor temperatures and its energy team have reviewed and adjusted its boiler system’s settings, this action was not taken for over 200 days after its stage 1 complaint response when it advised the resident that it would act. This left the resident exposed for a considerable and avoidable length of time to ambient temperatures higher than recommended.

In its learning from this case, the landlord says it has engaged specialist contractors to undertake an assessment of the property and fully implementing their recommendations to reduce the heat and noise in the resident’s home. It also reviewed similar complaints and updated policies and guidance to make sure high standards of service continue to be met.

## Metropolitan Thames Valley

The Ombudsman made a finding of severe maladministration for how **Metropolitan Thames Valley** (202218270) dealt with a loss of heating.

While there were some access issues for the landlord, this was after a period of mishandling by the landlord that had eroded trust with the resident. Despite the vulnerabilities of the resident, the landlord did not make an adult safeguarding referral and there was no apology during its complaint responses. The landlord sought a court order which further added to the breakdown in relationship.

After a contractor visited and found that a replacement boiler was needed, the landlord failed to provide one until a month after his visit. This unacceptable delay meant that the resident had to purchase his own temporary heating, a heated blanket and a heated body warmer. This cost to the resident could have been avoided if the landlord had supplied sufficient temporary heating as soon as it knew that the resident would have to wait for a boiler replacement.

While the resident wanted the boiler fixed, the relationship between him and the landlord and contractor had broken down, meaning he declined offers due to a lack of trust. The landlord should have considered referrals to outside support agencies to reach a mediated conclusion. The vulnerable resident had not had heating or hot water for 4 weeks at a cold time of the year which should have triggered the landlord to make an adult safeguarding referral. However, this Service has seen no evidence that it made this or any other referral. This was a missed opportunity to resolve the issue, and safeguard the resident, which meant he continued to live in unsatisfactory conditions.

While the landlord sought a court order to gain access, which may be necessary action, in this case the landlord did not consider mediation first which could have rebuilt the relationship.

In its learning from this case, the landlord says it has invested in new property experience coordinators who are assigned to cases which have been closed pending works, undertaken monthly quality assurance checks, and implemented new case management reporting tools for greater access to live dashboards.

## **Key learning related to excess cold or heat**

The HHSRS offers landlords a risk-based tool to enable them to consider potential hazards. This is useful as landlords have a responsibility to keep properties free from category 1 hazards, which includes excess cold or heat.

The adverse health effects of high indoor temperatures are recorded as dehydration, trauma, increased risk of stroke, cardiovascular and respiratory difficulties. It is the landlord's responsibility to make sure that these increased risks are managed and monitored.

These are important health aspects that landlords should be aware of when dealing with issues of this kind, especially when it is in the peak of summer or winter. Where there are reports of this from residents in a block, it should investigate the impact this is having on other residents in a similar position.

Early monitoring of these issues is vital to build up a picture of what is occurring and how the landlord can best resolve the situation. This can help landlords make effective safeguarding referrals where appropriate, and work with other agencies to provide the best possible support to residents.

It may be necessary for landlords to approach the courts to gain access, and landlords should consider this where appropriate. Given the time this can take and further deterioration of the relationship with the resident, landlords should also explore all opportunities to rebuild the relationship to resolve issues, including mediation.

## **Hazards: pests**

This is an area where responsibilities between the resident and landlord can become confused, and landlords may miss opportunities to take action.

In all cases of pest infestations, it is key for landlords to understand that this may take multiple visits and that communication with a resident is paramount to make sure that confidence in the actions can be maintained.

## Curo Group

In 202213016, the Ombudsman ordered **Curo Group** to pay £9,000 because a resident was unable to live in their home after a pest infestation that left dead rats, an awful smell, and an uninhabitable property.

A contractor attended 10 times after the first reports, filled holes, and closed the case. However, the rats soon returned, and the same recommendation was made. Communication from the landlord was poor and did not follow up in appropriate timescales.

It is acknowledged it could be difficult to make sure all the holes were filled at the first attempt, but the landlord's lack of proactive work prolonged the issue for the resident and contributed to it being 19 months until the resident could move back into the property.

The resident was not living in the home at this time, citing seeing rats run along the bed while he was in it and them eating food from the kitchen under his bath. There is no evidence it looked into a temporary move for the resident.

The landlord completed a home condition survey which found no issues but 2 months later the landlord agreed to replace the resident's bathroom due to the damage caused by the rats.

Without completing an adequate assessment of the property or documenting the reasons why this was not necessary, the landlord failed to evidence whether it was habitable, and a temporary move was necessary.

In its learning from this case, the landlord says it is now carrying out a comprehensive review of its repairs service, launched a Property Operations Department (POD), bringing together the admin teams from the different property services areas, and piloting new approaches to handling complaints.

## Onward Homes

In 202223799, **Onward Homes** failed to deal with a rat infestation for nearly 2 years, impacting the resident and her young child.

While the landlord initially responded to the concerns well by creating an appointment to repair the loft, it said it was unable to gain access although the records did not show whether this was from a pre-arranged appointment or not. The landlord did not appear to try and re-book the appointment. When the resident raised this again, it failed to attend and sent the wrong trade on another occasion. By this time, 4 months had passed.

This meant the landlord failed to carry out proofing works within its policy timeframe for repairs or within a reasonable time. While it eventually did some proofing work, this did not solve the problem and it refused to investigate the wall cavity which the resident strongly suspected was the point of entry, without explaining its reasons for the refusal.

The resident continued to tell the landlord that she had rats in her loft with droppings contaminating it. She had been working with the local authority and the landlord had advised her to report further rats to the council, although it should have arranged pest control itself.

By the time of its stage 2 response, the rat infestation had been ongoing for 20 months, which she said has had a mental and emotional impact on her, and the issues were still ongoing at the point the Ombudsman made its determination. She is legitimately fearful for the potential hazards of having rats and droppings in her loft and when considering she has a young child this is even more a worry for her.

In its learning from this case, the landlord says it has reviewed how it manages complex cases and undertaken training with staff with a focus on record keeping and communication.

## Key learning related to pests

Landlords should inspect all reports of infestation in a timely manner and try and get to grips with the entry points as soon as possible.

It is important that landlords maintain effective communication with the resident throughout this process, to show the progress being made and what alternative action may be needed. Depending on the severity and individual circumstances within the home, landlords should assess whether a temporary move is needed and what is most appropriate.

As it seeks to eradicate the issue from the home, the landlord should make sure there are follow up appointments to access the entry points and whether the action taken has been successful.

## Hazard: asbestos

The presence of asbestos in properties, particularly older properties, is common and in itself does not constitute disrepair, nor is it usually hazardous to residents.

However, landlords have several legal obligations when asbestos is damaged or deteriorates as it can release asbestos dust into the air which has been linked to an increased prevalence of several long-term health conditions.

### North Northamptonshire Council

In 202220918, **North Northamptonshire Council** failed to deal with asbestos over a period of 2 years.

When the resident first raised broken asbestos tiles, a survey from the landlord identified that these tiles were in “a fair condition” and were therefore category D (very low risk) in an undamaged state.

It arranged to remove these, but the contractor was not able to access the property and therefore works were cancelled. No further action was taken for 20 months when the contractor restarted the job, noting that 3 square metres of the tiles were broken.

There was then no record of any work being undertaken until the point of the determination made, representing a delay of almost 3 years since the first report.

This lack of proactive management of a safety issue by the landlord demonstrates a poor process for handling such repairs. This also indicates poor record keeping processes, as clear actions and timescales allow a landlord to progress repairs through to completion, which was not seen in this case.

In its learning from this case, the landlord says it has implemented service improvements to make sure that delays such as in this case do not happen again.

## Key learning related to asbestos

Exposed asbestos is a known health risk, particularly when exposure is over a protracted period, this delay may have placed the resident at risk for this period. Taking timely action on the removal of this gives residents and landlords the assurance that it is being taken seriously and the hazard removed.

Where appropriate, a temporary move may be considered by landlords, but this would first require an assessment and inspection of the asbestos present in the home.

## Hazards: electrical

While other categories in this report have shown the impact that electric hazards can create as a byproduct of damp and mould or leaks, it is important that landlords understand how to minimise the exposure to this hazard.

## Clarion

The Ombudsman made a severe maladministration finding for **Clarion** (202318476) after it failed to meet the minimum standard for electrical works on vacant properties before re-let (its void's policy) and did not provide evidence to show it completed remedial actions or obtained a further electrical safety certificate following its unsatisfactory report.

The landlord's failings meant it may have exposed the resident and her young family to a potential electrical hazard, including exposed wires.

The landlord completed a test of the electricity at the property, finding that the overall condition was unsatisfactory and listed items where remedial actions were required. There is no evidence to show the landlord completed the remedial actions at that time or that it obtained a further electrical safety certificate before it let the property, it did this despite its obligations under the Housing Health and Safety Rating System (HHSRS).

The resident reported the electrical issue after she had moved into the property with her young children telling it of "exposed wires".

While it is noted that the landlord acted quickly to resolve the issue once reported to it, it may have exposed the resident and her young family to a potential electrical hazard. The landlord's actions would have caused the resident avoidable upset and worry.

In its learning from this case, the landlord says it has changed its void's process, including adding several quality audit stages. It has also made changes to its surveying, bringing its repairs and surveying teams into a single repairs structure.



## Longhurst Group

In 202208215, **Longhurst Group** failed to deal with the loss of an electrical supply that led to the resident unable to live in their home, following unauthorised occupants being in the property.

The unauthorised occupants had tapped into the main wiring of the building and the landlord sent a contractor to assess the damage. While the internal repairs were the resident's responsibility according to the terms of the lease, he had clearly stated that the main wiring of the building was affected. As the resident had just left hospital after being seriously ill, the landlord's response should have been more empathetic.

When the resident contacted the landlord over several months to ask about the communal electrics, he frequently received no response. The Ombudsman saw no effective records around this issue, which is of concern considering the potential hazard present. Seven months after the resident made it aware of the problem, the landlord repaired the issue. This delay prevented the vulnerable resident from returning to his home.

The landlord should have considered how this would have impacted the resident and others in the block with electrical safety in mind.

In its learning from this case, the landlord has made significant improvements following a comprehensive review of the way it handled the issues the customer raised and the way it communicated with them throughout. It has also restructured its complaints and property services teams, strengthened the way it manages contractors, and overhauled a range of processes.

## Key learning related to electrical

When properties become void – or vacant – this is an opportunity for landlords to undertake works and remove hazards in line with their voids policy.

It is vital that landlords are confident that the necessary works are being completed, including electrical safety, and that its records support this. It is also important that when a resident is complaining about electrical issues, that landlords use that individual complaint to be confident that other properties or a block are not being impacted too.

## Hazard: carbon monoxide

Housing Health and Safety Rating System details that inadequate ventilation in relation to carbon monoxide can have an impact on the health of residents. This includes the inability of blood to take up oxygen, which can cause headaches, dizziness, nausea, unconsciousness, and death.

### Southern Housing

The Ombudsman made a severe maladministration finding for **Southern Housing (202317874)** for how it dealt with a carbon monoxide complaint that left the issue ongoing due to its lack of action.

The landlord failed to demonstrate that it monitored or actioned the installation of permanent ventilation, did not undertake another survey for 3 months, and failed to act on the warning notice issued about the leak.

The landlord should have provided regular updates to the resident and considered the residents request to be temporarily moved while it fixed the issue.

Due to it not honouring the resident's communication preferences, it likely meant further missed opportunities to access the property at an early stage to resolve the issue.

Due to the difficulties in gaining access, the landlord should have considered other methods, such as seeking legal advice about how it could lawfully enter the property

to make a lasting and effective fix. This is because the issue had the potential to impact not only the resident but other residents in the block. There is no evidence the landlord did this or that it considered the impact of the carbon monoxide levels on other residents.

The landlord did make several attempts to resolve the issue, including offering to change the cooker from gas to electric, and there were a handful of issues with access. The Ombudsman ordered the landlord to also inspect which other residents could be impacted in the block.

In its learning from this case, the landlord says it has put in place robust reporting, data assurance, and accountability measures to make sure this case does not happen again.

## Key learning related to carbon monoxide

There are various proactive measures that landlords can take when dealing with a carbon monoxide complaint such as making sure there is adequate air supply for gas appliances, adequate ventilation in rooms with gas appliances, and properly situated carbon monoxide detectors.

These measures can keep residents safe from harm but also enable them to feel reassured that if a problem does occur, there are mitigations in place.

A leak such as this can be distressing, especially if there are children or vulnerabilities in the household. Strong and proactive communication is vital for landlords.

Where one resident is impacted, landlords should consider whether enquiries are necessary with other residents to make sure that a hazard is being addressed.

## Centre for Learning resources

**Damp and mould key topics page** containing reports, podcasts and case studies

**Damp and mould eLearning and workshops** available on the Learning Hub

**Decants key topics page** containing reports, podcasts and case studies

**Knowledge and information management key topics page** containing reports, podcasts and case studies

**Knowledge and information management eLearning** and workshops available on the Learning Hub

**Attitudes, respect and rights key topics page** containing reports, podcasts and case studies

**Attitudes, respect and rights eLearning** and workshops available on the Learning Hub

**Compensation eLearning** and workshops available on the Learning Hub

**Our orders key topics page** containing reports, guidance and podcasts

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