

Learning from: **Severe Maladministration**



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

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Introduction

From October, Awaab's Law will apply to emergency repairs as well as damp and mould. Landlords report that 9 out of 10 emergency repairs are handled on time, so confidence will be higher for meeting these obligations than in other areas.

This does not diminish the human impact when things go wrong handling priority repairs.

In this report, we see children without access to their bathroom for 6 months after a ceiling collapsed and debris continued to fall.

A domestic abuse survivor living without a replacement external door for 6 months.

A woman with breathing difficulties without heating and hot water for 5 months during the winter.

In several cases, emergency repairs are not completed until ordered by us.

The lessons are clear and consistent across different emergencies, involving different landlords. Central are reports of 'no access' to the property leading to the landlord closing the case. This is despite sometimes limited evidence that the landlord notified the resident it would be attending and policies typically stating entry will be forced in an emergency.

Another key lesson is the importance of connecting the circumstances of the person living in the property to its condition.

There is also a pattern of temporary fixes being made but the permanent resolution being severely delayed. Which creates potentially hazardous conditions.

Other common causes for service failure will be familiar: poor records, poor communication, poor coordination with other parties, and the wrong trades being sent to do works. Including a plumber to fix a roof leak. Safeguarding shortcomings were also present in some cases.

Our report raises questions about the approach some landlords may be taking to handle emergency repairs.

While there is more convergence around timescales for emergency repairs compared to other areas, 1 in 3 landlords still have more than one response time for an emergency repair, according to the Tenant Satisfaction Measures, including distinguishing between emergency or urgent repairs.

Moreover, what constitutes an emergency situation can vary between landlords, beyond issues such as electrics, gas and flooding.

Accounting for the (limited) obligations for councils under Right to Repair, we can see some landlord policies state unsafe doors or collapsed ceilings as emergencies whereas others do not. The loss of heating in summer is listed as an emergency for some but not all, although that may depend on the age (but not the health) of the resident.

Consider the situations set out in the government's consultation on Awaab's Law for what constitutes an emergency and there is not always alignment to current practices.

This suggests a lack of consistency and sometimes transparency over what are considered emergencies. This matters because of the expectations that Awaab's Law will place on landlords to treat residents fairly.

In particular, landlords can be unspecific about how vulnerabilities or the household's circumstances will change the prioritisation for repairs. We see some landlords say they will respond only to statutory hazards if Environmental Health issue them with a notice. Which falls short of obligations under the Decent Homes Standard.

This also matters because there is a power imbalance, with most residents having limited choice over their landlord. So, it is unfair for neighbours living in similar properties with similar problems to experience different service levels. Awaab's Law should drive practices away from a 'postcode lottery' towards greater convergence.

So, we encourage landlords to consider what their complaints tell them about their classification of emergencies. How are they identified? Whether resident circumstances change prioritisation? And how they would prevent the service failings seen in this report?

Our learning is presented in 3 sections:

- where an emergency may have been missed
- where an emergency repair was raised but the response delayed
- where a repair becomes a greater priority because of the circumstances of the case

Lastly, in some cases inaction made the situations more urgent. We stress the importance of resolving outstanding issues even if the case is escalated to us.

Richard Blakeway

Housing Ombudsman

Triaging repair reports

This category of cases includes landlords that did not identify a repair as an emergency repair. Due to problems classifying the repair, residents were left in poor living conditions for longer than they should have been.

L&Q

In this case, **L&Q** ([202340261](#)) failed to identify repairs to a leak and ceiling collapse as an emergency repair, leaving a resident without the use of their bathroom for 6 months. As well as reports of injury from falling debris, and concerns about the safety of their elderly mother and children.

The resident reported a leak coming through the bathroom light, which they isolated for safety. The landlord said it resolved the issue, but the resident responded the same day to say it was ongoing.

Incomplete records from the landlord meant there was no reference to this first report, despite evidence from the resident. Two months later the ceiling collapsed in the bathroom. The resident said the leak had also caused a power cut, and the electric shower stopped working.

The landlord's inaction turned an inconvenience into an emergency.

While the landlord sent an electrician the same day, notes suggest it did not make sure the electric shower was safe, just the bathroom light. It then marked the job as complete, despite no action being taken to stop the leak.

The resident reported that the leak had got worse and they had to keep using and replacing towels to mop up the water. They said the entire household was unable to wash as the only bathroom had no shower, no lighting, and falling debris.

For one appointment, an operative arrived at 1:27am and was not given access. There is no evidence the resident was aware of this appointment.

A second appointment was booked to resolve the leak and marked as complete, but no operative turned up at the home. The resident chased further, reporting the landlord was not answering calls, emails or voicemails.

Due to the ongoing nature of the leak, mould started to spread, and worms were living in the bathroom ceiling. The resident also reported they were struggling to breathe. The landlord provided no evidence of responding to those concerns.

The leak was stopped just under 7 months after the resident first reported it, and 5 months after the ceiling collapsed. The landlord did not undertake an assessment of whether the home was fit for human habitation, or whether a temporary move was required.

Nor did the landlord provide reasonable redress, offering the resident £120 compensation for distress and inconvenience. We ordered £3,000.

In its learning from this case, the landlord says it has introduced a dedicated complex repairs and technical surveying team to improve responses to more challenging emergency repairs. It has also made significant improvements in its complaints handling, record keeping, and compensation policies.

Accent Housing

We found severe maladministration following a complaint where **Accent Housing** (202311794) failed to categorise a leak as an emergency repair. Causing excessive delays and leaving the resident at “breaking point”.

The ongoing leak caused the resident such distress she had a supporting GP letter on the impact of the situation on her health. She stated this was a “cry for help”. The landlord did not arrange a welfare check.

Poor records meant the landlord was unable to evidence any steps it took to investigate the issues, particularly where key members of its staff, such as its surveyors, left the business.

The leak caused the flooring to be wet through, and the landlord did not inspect within 24 hours, taking 4 days. It was able to isolate the leak that same day but did not undertake a more in-depth damp survey.

There were significant delays in finding the root cause of the issue which impacted the resident over a prolonged period. In responding to the resident's complaint, the landlord acknowledged some of its record keeping failures and offered the resident compensation. But it demonstrated no learning from her experience.

It was unclear if the issues resolved at the time of determination, and so we made an order to make sure they were.

In its learning from this case, the landlord says it has implemented a new triage process is in place to prioritise cases based on risk, supported by a central tracker providing live oversight. Its surveyors now maintain detailed logs, leave clear information with residents, and follow-up calls are made three months after works are completed. The landlord has also centralised its complaints service, introduced monthly case reviews, a new quality assurance framework, and a dedicated service improvement forum to embed learning.

Lambeth Council

In this case, **Lambeth Council** (202311160) failed to categorise a leak as an emergency repair, causing mould damage to children's beds.

The landlord reacted slowly to a leak from the flat above. Taking over 10 days to stop the leak, outside of its emergency timescales. The landlord raised an inspection for damp and mould following this but cancelled it. This was only reinstated due to contact from the resident's MP. It then failed to complete a mould wash when it did attend.

After further intervention from the MP, the landlord booked a new appointment. This was now 4 months after the leak.

The resident clearly explained that the damp and mould were making her daughter's medical condition worse.

She also explained the damage caused to her possessions, including her children's beds. The landlord did not appear to consider this or demonstrate any urgency in resolving the issues.

In its learning from this case, the landlord says it is conducting internal reviews to ensure this does not happen to other residents and is changing its approach to repairs and complaints towards a more responsive and supportive service.

Guinness Partnership

We found severe maladministration for **Guinness Partnership** (202227432) after the landlord failed to repair a communal door. Leaving it insecure for 9 months.

The landlord said it would fit a new door within weeks but continually failed to meet the timescales over the coming months. Not keeping the resident updated during this time.

It took a year to replace the door and 9 months to make it secure, despite insecure doors being an emergency repair under its policy. The resident raised significant safety concerns, including unidentified people entering the building. He felt he could not stay at the home when his young daughter was in his care.

It also took the landlords months to risk assess the door not being secure. However, despite numerous reports from the resident, his representative, GP, and others working with him about the serious impact on his mental health, the landlord did not act sooner.

In its learning from this case, the landlord says it has restructured, retrained, and increased the resourcing of its complaints and repairs teams. As well as making investments in internal systems and processes and improved its recording keeping.

Hackney Council

In this case, **Hackney Council** (202343128) failed to treat a heating and hot water complaint as an emergency. Despite leaving a resident with asthma without heating and hot water for 5 months, including over winter.

While the landlord responded to the initial report within 24 hours, it did not repair the boiler. The landlord did not make sure the resident had access to heating or hot water through alternative methods during the winter months or consider the vulnerabilities of the household.

After an appointment was cancelled, with no records to support why this happened, it classified the boiler repair as “normal” priority. Considering the cold weather and the resident’s asthma, this should have been an urgent repair.

The landlord said it had trouble arranging repair appointments with the resident. The resident stated they never refused access but was frustrated because the landlord came several times without fixing the boiler. They also had to take time off work for the appointments.

The landlord failed to communicate with the resident effectively or explain why the boiler repair was taking months to complete.

The resident informed us the boiler had not been permanently fixed following the repair and a new boiler was yet to be installed. The landlord said no access was provided on 2 occasions to install a new boiler. There is no evidence the landlord scheduled these appointments.

In its learning from this case, the landlord says it is evaluating its policies and procedures for addressing damp and mould, whilst also conducting a thorough assessment of its repair management system, record keeping and escalation procedures to prevent future delays.

Key learning on triaging reports

Correct categorisation of repairs is vital to ensuring landlords undertake the right level of repairs for the issues ongoing in that home.

Landlords must consider how effective triaging can enable an appropriate response when issues are first reported.

This should lead to more positive outcomes, and evidence to residents that issues are being taken seriously, with the urgency required.

Where emergency repairs cannot be fully resolved in one visit, or if there is wider damage caused by the emergency, landlords should consider household risk assessments. Taking into account the individual circumstances when doing so.

Where access to the property is reported as an issue, landlords should make reasonable and repeated attempts to gain access. Escalating in line with the tenancy agreement.

It is also important that landlords, after undertaking an emergency repair, keep liaising with the resident. To complete any necessary follow-up repairs. If there is a need to schedule inspections or find root causes, they should inform residents and communicate plans.

To help with this, landlords should consider how to improve record keeping. Including any history with the property in question or relevant resident circumstances.

Delayed responses to emergencies

This category contains cases where landlords identified that an emergency repair or action was required but delayed their response.

Brent Council

We made a finding of severe maladministration after **Brent Council (202234539)** failed to make an emergency repair following a leak. Leaving 5 children in a home with a collapsed ceiling and a non-working boiler for 6 weeks during winter.

The resident explained that some children have physical, mental, and learning needs. She explained her family were unable to bathe for several days and this impacted the hygiene and welfare of the household.

The resident also said the issue disrupted her children's routine and organisation, and there was often a lot of dust in the property which affected her child's asthma.

When the emergency appointment was booked following the collapse of the ceiling, the landlord should have identified from its records that issues with the roof were still awaiting remedial works. This information should have been shared with the contractor but was not.

Had the landlord informed the contractor, it's more likely they would have identified the potential for the ceiling to deteriorate further, requiring urgent remedial work. This would have also helped when considering whether it needed to temporarily move the household. The landlord's handling of this matter failed to prevent further damage to the kitchen or mitigate the risk of injury.

Although the landlord attended promptly after the ceiling collapsed to clean up and reseal the bath, it was unable to complete the ceiling work and make it safe due to sending the wrong tradesperson.

The resident reported a further leak months after, which the landlord made safe 6 weeks after first reporting. There is no evidence it undertook any investigative work to trace the leak. Further leaks were reported whenever the family used the bath, and the resident reported the electrics tripping. By this point the leak had been ongoing for over a year.

In its learning from this case, the landlord says it is improving its repairs and out-of-hours services, including strengthening oversight of contractors, collaboratively monitoring complex cases, and identifying service failure trends. It has also reviewed its complaint handling, including its approach to case reviews. Which will lead to evidence-led improvements to other areas of service delivery.

Sovereign Network Homes

Case 202314764

In this case, **Sovereign Network Homes (202314764)** failed to repair a leaking toilet into a resident's kitchen and lounge for 9 months, despite raising it as an emergency repair.

The landlord initially visited the resident's home, rather than the flat above, where the leak had been reported to be coming from. Its delay visiting the source of the leak made the issue worse. Causing the resident more distress as they had to repeatedly contact the landlord.

When the landlord gained access to the flat above, it failed to rectify the leak. It only arranged a follow up appointment because the resident chased it. When it gained access again, there was no electricity in the flat and therefore the operative was unable to fix the issue. There is no evidence this was followed up.

Due to the ongoing inability to resolve the leak, the resident lived with substantial holes in the ceiling through which dirty shower water regularly "cascaded" causing distress and inconvenience. The landlord decided it needed an injunction to enter the flat above but took 2 months to apply for this. It then waited months for a response, despite previously forcing entry without this.

As the leak worsened, the resident reported urine coming through the ceiling. There is no evidence the landlord acted upon this despite increasing unsanitary conditions.

The landlord failed to offer a temporary move, or decant, until 7 months into the leak. Then the landlord offered the resident a property that was inaccessible due to their mobility needs. The resident was living in a ground floor flat, and the landlord should have checked their vulnerabilities prior to making an offer.

Case 202313853

In another case, **Sovereign Network Homes** (202313853) had a severe maladministration finding after failing to replace an external door for about 6 months following a domestic abuse incident.

The whole investigation was hampered by poor records from the landlord. Including vital safety and security information from the contractor's assessment of the door frame. The landlord's repair records lacked details such as when repairs were raised and completed, and details about the works done.

The landlord made a temporary repair on the same day the issue was reported. However, they acknowledged the door frame was unrepairable and further work was needed.

Under its safeguarding policy, the landlord should have made the temporary fix permanent as quickly as possible. The resident reported not feeling safe in the home due to the damage by their former partner and was now staying with family in another city.

The landlord was aware the door had jammed due to the temporary repair not being successful and the resident was unable to enter the property or collect their belongings.

When the landlord was notified that the resident could not access the property it had a duty to get them safe accommodation. Either through access to their flat or find a temporary solution. There is no evidence the landlord did. When it tried to rectify the problem, the contractor could not enter the communal door so could not complete the works.

The resident raised concerns about their ex-partner being on bail and the lack of safe home. There was no evidence the landlord considered if it should make a safeguarding referral or discuss any safeguarding concerns with any other agencies, the police, or the resident.

In its learning from these cases, the landlord says it has expanded the usage of the critical incident procedure to provide oversight of complex cases. With further plans in place to develop a dedicated complex repairs process. It has also embedded a new decant process and strengthened the process for involving third party support agencies in safeguarding matters.

L&Q

We made a finding of severe maladministration for how **L&Q (202316143)** took excessive time to replace an external back door for a resident who had experienced domestic abuse.

The landlord failed to consider the resident's safety or vulnerabilities while the door was not functioning properly. The landlord took 14 months to tell the resident the reason it was not replacing as an emergency was due to a high quote being obtained.

The landlord failed to offer an interim solution. Despite the resident repeatedly telling it of concerns about their former partner living nearby and experiences of domestic abuse. There is no evidence it assessed the risk or used a Multi-Agency Risk Assessment Conference (MARAC) as part of its decision-making process.

In its learning from this case, the landlord says it has introduced a dedicated complex repairs and technical surveying team to improve responses to more challenging emergency repairs. It has also made significant improvements in its complaints handling, record keeping, and compensation policies.

Key learning on delayed responses

When a landlord identifies an emergency repair, it should follow its policy on timescales. Where that may not be possible, this should be communicated to the resident. This proactive communication should continue throughout the repair, even if there are multiple visits needed.

The landlord should also consider whether there is any need to support the household when an emergency repair is reported. For example, exploring if a temporary move would be necessary or if equipment is required to mitigate the impact of the emergency.

Where complaints are raised about delays, the complaints team should proactively progress the repairs and monitor the fulfilment of commitments made to the resident during the complaints process.

Where timescales for emergency repairs are not being met, the landlord should review to identify any underlying causes to be addressed.

Prioritising household circumstances

While the repair or action itself may not always be an emergency, this category contains cases where the household circumstances make it more urgent to resolve but this was not considered.

Harlow Council

In this case, **Harlow Council (202229720)** failed to undertake repairs with sufficient urgency following a fire in a home. Leaving the resident living in disrepair following the trauma for a prolonged period.

After the fire, the landlord placed the resident in temporary accommodation. Directing them to its insurer to claim for damage caused by the fire.

But only 2 years after the fire did the landlord discuss the ongoing disrepair, and then did not carry out an inspection. The resident raised the issue on several occasions over the next year but there is limited evidence the landlord engaged with the reports.

This exacerbated an already difficult and upsetting time for the resident which had a significant negative impact on them. The repairs were outstanding at the time of our determination.

In its learning from this case, the landlord says it has made improvements to its complaint handling and how its housing management and repairs teams work together. It is continuing to review and improve its communication, as well as culture and processes around complaints.

Newlon Housing Trust

We made a finding of severe maladministration for **Newlon Housing Trust** (202234818) after a poor response to a leak for over 3 years. Leaving a household with a premature baby without the use of their bedroom.

While the landlord is not responsible for the communal areas, there were numerous miscommunications between it and freeholder/managing agents and a fragmented approach to the repairing responsibilities between these parties. This resulted in unnecessary time and trouble being spent by the resident pursuing a permanent resolution.

The landlord's response was ineffective and failed to reduce the potential risk and damage to the resident's property at an earlier opportunity. It did not progress a roof inspection with any urgency or refer it to the managing agent as it should have. When heavy rain made the ongoing leak worse, the landlord inexplicably sent a plumber.

As the resident was due to give birth shortly, the landlord should have acted with more urgency. Considering the damage to the property and the potential impact on the resident and baby's health. There was no evidence that a risk assessment was used.

Due to the ongoing leak, water started coming through their smoke alarms and so they decided to leave the home temporarily due to safety. The resident felt they had to instruct a solicitor and environmental health to progress the situation.

At the point of determination, the resident said they continued to experience unpleasant conditions, and we made orders for this to be rectified.

In its learning from this case, the landlord has set up a working group to improve how it works with managing agents, increased the resources dedicated to working with them, and has reviewed its approach to better meeting the needs of more vulnerable residents. It is also working on an action plan to improve record keeping and has carried out an extensive review of its complaints management, making significant changes and adding 5 new posts.

North Tyneside Council

We made a finding of severe maladministration for how **North Tyneside Council** (202300165) handled a repair. Leaving a household, including a child with medical needs, without proper access to a toilet for 2 years. It also failed to make reasonable adjustments under the Equality Act.

The landlord failed to prioritise the repair of the toilet, as well as replacing cracked and chipped electrical sockets. During the time the resident waited for these repairs, there were often ineffective appointments that did not progress the repair and the landlord failed to keep accurate records to address the needs of the residents.

While some of these repairs may not always be an emergency, the landlord did not take into account the impact on the household and why more urgency was required.

When appointments were made, the resident asked the landlord to provide advance notice due to mental health issues, but this was not adhered to. It also did not record any vulnerabilities on its systems.

The landlord inappropriately relied on the fact there had been a mutual exchange to suggest that some repairs would be rechargeable to the resident. It did not clearly communicate which repairs were chargeable, which were not, and why.

In its learning from this case, the landlord says it has recently updated its complaints processes to ensure they are in line with the Complaint Handling Code, and established a dedicated condensation, damp and mould team. It also reviewed its mutual exchange processes to better support and advise residents.

It is introducing a new case management system later this year, so teams have accurate, consistent, and timely information relating to residents and their homes.

Clarion

We made a finding of severe maladministration after **Clarion** (202304995) delayed repairing an adapted bathroom ceiling and tiles and associated leak in a bedroom. Despite the vulnerabilities of a child in the house meaning more urgency was required.

While the repair was not an emergency, the slower response meant the child was unable to use the adapted bathroom for a year. The work was not prioritised accordingly despite being aware of the household disabilities.

It may have also taken some time for the resident's son to become comfortable in the room again following the repairs, given the issues he had experienced. The resident stated this negatively impacted his self-care and hygiene, and concerns about the long-term impact on him.

During the complaint period, the resident was diagnosed with cancer and underwent treatment. This was considered by the landlord when it made the decision to accept their complaint escalation past its deadline. However, there is no evidence that it was considered when assessing the effect of repair delays on the resident.

In its learning from this case, the landlord says it has improved the capabilities of its repairs tracking system, making recognising and adjusting for vulnerabilities a more streamlined process. While also strengthening its ability to track and categorise repairs related to damp and mould to ensure appropriate prioritisation. It is also working with an external provider to deliver neurodiversity training to all managers and customer facing staff.

Key learning on prioritising circumstances

As we set out in our [**Spotlight report on attitudes, respect and rights**](#), landlords should know their residents and consider any individual circumstances of the household. Relevant information should be recorded centrally. So that anyone in the organisation interacting with a resident is aware of what needs to be put in place to deliver a human-centric service.

In some cases, a household's vulnerabilities mean repairs that may not be classed as an emergency or urgent in other reports require a faster and higher priority response. It is important that landlords fully risk assess and understand the impacts of any issues on households, which can then inform other parts of its response.

Landlords should also have clear and accurate records on the roles and responsibilities for each building their residents live in. Landlords could consider whether staff training is required so that they understand, and are able to explain, the landlord's responsibilities and actions it can take.

Centre for Learning resources

[**Repairs key topics page**](#) containing reports, podcasts and case studies.

[**Repairs and property condition fact sheet**](#)

[**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.

[**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.

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.

The Complaint Handling Code

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