

Learning from: Severe Maladministration



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

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Contents

Introduction	3
Leaks	6
Key learning on leaks	15
Statutory hazards	15
Key learning on statutory hazards	19
Centre for Learning resources	21
Glossary of terms used	22

Introduction

The dream of home ownership is about empowerment.

The ability for people to make choices about where, how, and in what type of home they live. And this is a positive experience for many.

But what happens when the dream turns sour?

For leaseholders, this idea of control can be exposed as illusionary because they may be dependent on other parties to sort things out. This could include social landlords. Landlords may also be dependent on others, including freeholders, agents, developers, or other leaseholders.

This can create complex and fragile relationships, responsibilities, and dependencies.

And when things go wrong, an individual leaseholder can be left feeling isolated and exposed. It can appear the system is unresponsive or indifferent to the impact on them.

This report shares the stories of 12 leaseholders who experienced that.

Their cases are not about service charges but repairs and maintenance which fall within the responsibility of the landlord. Unlike freehold, leasehold home ownership means responsibilities can differ between the parties and our casework shows it's a continuous cause of friction.

Life-changing moments are impacted because of poor service.

One leaseholder is unable to spend time with a dying relative. Another unable to decorate the nursery for their new baby. A third has the sale of their home disrupted.

While the impact is unique to each individual household, the causes are not isolated.

They can form part of a repeated pattern where events which could have been prevented had landlords adopted lessons from complaints. This includes service failings familiar across tenures: delays, miscommunication, poor records.

But also specific to leaseholders, especially confusion over lease obligations. This confusion can include the handling of section 20 consultations.

For all the positive experiences many homeowners will have, these issues cannot be ignored.

These issues can span months and years, even when a leak is ongoing. With some residents having to take action themselves to solve issues they are not responsible for.

This points to something deeper.

Are these process issues that can affect all tenures or potential cultural issues relating to leaseholders?

The unresponsiveness at times indicates an unwillingness to take responsibility. Even where responsibility is acknowledged, inaction to fix the situation can persist. This leads to us investigating leaks that were left, temporary repairs not being done, redecoration of affected areas refused, and insurance claims deflected away from the landlord.

In several cases, the landlord only corrected issues after we ordered them to do so, rather than addressing them voluntarily. Given both the issues (especially leaks) and leasehold can be inherently complex, we've also seen some landlords (not necessarily those in this report) putting out simplistic advice to leaseholders. There are instances of some issues will always be their responsibility when it may not necessarily be.

This requires a change in mindset by some social landlords.

With a welcome and major boost to housebuilding planned, home ownership in different forms will continue to be part of social landlords offer.

The lessons from these cases provide insights for landlords who are actively looking to renew and improve their relationships with leaseholders. This is even more important given the prospect of further change through commonhold reform.

It's also important landlords do not lose sight of how the statutory hazards apply to leasehold, even if Awaab's Law is proposed solely for renters. The risk of mishandling hazards because of that distinction is very real.

We hope this report is helpful for all landlords, including those operating in London and the South East that form the bulk of these cases, alongside other support through our Centre for Learning.

Richard Blakeway

Housing Ombudsman

Leaks

Our most recent [Spotlight report on repairs and maintenance](#) shows the human impact of poor repairs on households. It's so important for landlords to get control of what's a recurring issue in our casework.

Peabody

Peabody (202329536) failed to fix a leaseholder's roof leak for so long the resident lost 7 potential home buyers.

The landlord initially made attempts to do repairs. However, after the resident complained the issues were unresolved, it did no further significant work to address the cause of the leaks. It also failed to do works to prevent the leak from worsening.

The only work done was unblocking a downpipe, which may have reduced the amount of rainwater leaking into the property. But this did not fix the problem.

There was also a lack of urgency from the landlord in the way it arranged inspections. This meant it did not meet its repairs policy timescales.

There was also a failure to communicate with the resident, which caused frustration and upset. This meant the resident had to repeatedly chase the landlord for a response.

Following its final response, where it withdrew an earlier offer of compensation, the landlord then refused to do repairs because of a neighbour's legal action.

While the proposed works were complex and required approval, the lack of updates during this time was a failing. The landlord knew the resident needed the information for any prospective sale to take place.

When we made our determination, the landlord had not made any further repairs to the home, and the 4 leaks continued.

Even if the legal action by another resident made resolving the issue difficult, we expect a landlord to undertake temporary repairs to stop the leaks getting worse.

In its learning from this case, the landlord says it's improved how it monitors and manages repairs through new performance measures for contractors. It has also introduced improvements to record keeping and communication across teams. Further to this, it looked at how it can support and respond to residents with vulnerabilities. This learning has been reviewed at executive level with its resident experience committee and the learning shared across teams.

A2Dominion Group

A2Dominion (202342384) left a pregnant resident and children in poor housing conditions. This followed a roof repair being delayed for 2 years. There was no urgency to progress works despite potential asbestos involvement.

When the resident first reported the issue, there's no evidence the landlord acted. Further to this, the landlord did not uphold the complaint at stage 1, which did not reflect the events that took place.

It was 5 months before the landlord raised a repair order for the roof, only doing so after the resident complained. By the time the landlord provided its stage 2 response, 138 working days (accounting for holidays) had passed, yet the repair remained outstanding.

The landlord arranged for new roofing contractors to carry out the repairs within 2 months. This was not achieved. Further quotes have been obtained since and there is no evidence the works have been attempted.

While we understand the discovery of asbestos may have delayed roof repairs, there was no evidence it managed this situation effectively. Three months passed since the landlord became aware of the asbestos in the loft, yet no action was taken. Especially where a situation may have a negative impact on them.

It remained unclear at the point of determination whether the asbestos had been removed. Nor was there evidence the roof repairs had been completed.

In its learning from this case, the landlord says it has complied with the orders from the determination. It is to introduce a new system to improve efficiency, reliability, and customer experience, through an integrated online housing repairs service.

Lambeth Council

Lambeth Council (202318349) failed to repair a leaking roof for 32 months which ended up causing damp and mould.

The landlord told the resident it had passed the roof repairs to its section 20 team after the resident reported the flashing issue. A surveyor turned up 10 days later. Due to a lack of adequate records, it's not known what the surveyor's findings were, what action the landlord had planned to address the leaks, or what information the landlord gave the resident about this. The same issues reoccurred throughout this case.

Two months later, the landlord said the issues were resolved but provided no details on what works were carried out. Nor did it record what these actions were.

Weeks later the landlord logged more works for the home, including a repair order to complete within 28 days and a section 20 submission for roof repairs. This was despite the landlord's section 20 team previously closing the repair request.

Nor did the landlord's records show how it checked it would need to follow the section 20 process to resolve the resident's repair request.

The landlord took 93 working days to begin the section 20 application. This was after the resident first reported the roof leak. And 64 working days from when it stated it had raised the work order. This was outside of its repairs and damp policy.

The resident chased the landlord on multiple occasions with no evidence the landlord always responded.

It also provided contradictory information. Saying it had cancelled the section 20 process as it did not meet consultation requirements, while also saying the process was ongoing. There is no evidence about the outcome or what steps the landlord took to make its decisions.

During this time, the landlord did not assess how serious the leaks were or their impact on the resident. It did not explore temporary repairs that did not need section 20 consultation, and it did not plan for any mould to be removed. It also failed to communicate with the resident about it.

After the resident chased the landlord, it confirmed it had authorised scaffolding and decided not to recharge the leaseholders for the cost to prevent further delays. It stated it would specify the works required once it had erected the scaffolding.

The landlord failed to complete the repair at the time of this determination. The resident placed plastic sheeting over the hole to try to reduce the impact of the missing tile. Black mould grew because of the leak, forcing the resident to run a dehumidifier constantly to limit the damage. It's not clear how or if the landlord responded.

In its learning from this case, the landlord says it has complied with all orders in this case and regularly assesses how it can improve its services for leaseholders.

Arun Council

Arun Council (202330314) delayed repairing a roof for such a period the leaseholder suffered 20 leaks and ended up paying to replace the roof.

The resident first reported 5 leaks in the loft coming through the damaged roof of the home.

60 days later, the landlord carried out an inspection which was not within timescales. There is no evidence of what happened during this inspection or if it led to any repairs.

Over the next 3 months the resident advised the leaks were getting worse. She was worried about significant damage to the ceiling in some rooms due to the leak and having previously redecorated she would need to do so again.

The landlord advised the resident to claim on her contents insurance. However, the landlord should've advised the resident to make a claim to its liability insurer. Especially if it believed the damage had been caused by its own negligence.

The landlord's surveyor sent a section 20 notice. It advised all residents in the building it would be replacing the roof. It said the contract to carry out the works had been sent out to tender. The landlord said it expected the works to replace the roof to start in 3 months' time. The works did not start and there is no evidence the landlord communicated with the resident during this time.

The resident continued to report the leaks, and the landlord agreed to inspect. Again, there's no evidence the inspection or any repairs took place.

It took the landlord 11 months to carry out the temporary repairs to the roof. This was also 5 months after the landlord had erected the scaffolding.

At the point of determination, the roof was still not fixed, and a contractor had confirmed the damage was a direct result of the landlord's repair regime.

In its learning from this case, the landlord says it has implemented a new structure ensuring it has a dedicated asset and development team. This will ensure oversight and progression of its planned works programme. It has also in-sourced its repairs function and reviewed all leaseholder complaints to create an improvement action plan that has been shared with all leaseholders.

Lambeth Council

Lambeth Council (202227180) failed to fix a leak that lasted 14 months. It identified the required repairs but failed to complete them.

It also failed to keep the resident informed throughout the period of the leak.

Poor record-keeping further hampered its efforts. This meant the resident had to regularly chase for updates. When the resident sent updates of the situation worsening, the landlord did not demonstrate with urgency.

At one point, the landlord wrongly told the resident they had fixed the leak. When the landlord provided a date for starting works, it did not meet this deadline. It failed to inform the resident about the delay.

When the resident made a distressed call to the landlord, it was responsive telling a contractor to “stop the leak in any way possible”. That the contractor was able to do so highlighted how the landlord had missed an opportunity to fix a problem first reported 14 months previously.

In its learning from this case, the landlord says it has complied with all orders in this case and regularly assesses how it can improve its services for leaseholders.

Southern Housing

Southern Housing (202225108) failed to deal with a leak for nearly 5 years.

The landlord originally thought it was a roof leak, but it was not. It thought it had repaired the leak, but evidence shows the contractors did not carry out any works at the resident’s home.

Communication from both landlord and contractor was slow and poor. On one occasion, the resident waited in for a contractor to attend but they did not show. At this time, the resident had a seriously ill relative. Due to her waiting for this repair, she was unable to spend time with a relative before they died.

In its stage 1 response, the landlord offered £410 which was not proportionate to the 3.5 years the resident suffered with a leak at that point.

During heavy rainfall, the leaks were particularly bad. The landlord only now discovered that the leak was coming from the flat next door. It then took 7 months from this point to finally fix the issues.

In its learning from this case, the landlord says it has brought more repairs in-house, replaced underperforming contractors, and recruited over 90 additional repairs staff. It's also increased its investment in repairs and planned works by 31%. The landlord brought repairs call handling in-house to improve communication and resolution times.

L&Q

L&Q (202311793) failed to address a leaking gutter. At the time, the resident was pregnant and unable to decorate or use the bedroom for a nursery for their newborn baby.

When the resident first reported the leak, the landlord accepted responsibility and raised the job. However, this failed to happen. In its stage 1 response the landlord arranged an inspection, but by the time this happened it was outside routine repairs timescales.

Following the inspection, it then delayed completing the repairs. Only after the resident contacted a senior member of staff did the repairs move forward. This was over 6 months from the first report.

The landlord failed to take responsibility for water damage inside the property, despite it being the fault of the landlord due to a lack of repair. It also gave conflicting information about whether the resident should claim against her own contents insurance or its liability insurance.

Following the repair, the resident reported the leak was ongoing. The landlord did not investigate this. When the resident provided an independent report from a Royal Institute of Chartered Surveyors member, the landlord dismissed its findings. Instead saying the leak was from a neighbouring property.

The landlord claimed that, as the residents of the block are leaseholders, it was not responsible for the leak.

In its learning from this case, the landlord says it has recently made several investments in the quality and responsiveness of its repairs service.

This includes a dedicated team to ensure complex repairs such as this are put first and that residents are kept up to date along the way. It says it will use the lessons from this case to build on these improvements.

Peabody

Peabody (202300329) failed to inspect and make repairs for over 15 months or recognise the impact of the issues despite one household member having respiratory issues.

It took the landlord 2 months to raise a repair job following the resident first reporting it. It cancelled this because it did not receive further information but did not carry out any inspection.

It also did not try to find any interim solutions, which may have caused the damp and mould in the home to worsen.

When it did refer these issues, the surveyor did not attend the resident's home. This points to poor communication and record keeping.

The landlord told the resident there were no issues with the roofing, but internal correspondence noted the ongoing issues with shared roof and guttering. There is no evidence a roof inspection was carried out. Leaks continued in the home at the point of determination in this case.

In its learning from this case, the landlord says it's improved how it monitors and manages repairs through new performance measures for contractors. It has also introduced changes to improve record keeping and communication across teams. The landlord looked at how it can support and respond to residents with vulnerabilities. This learning has been reviewed at executive level with its resident experience committee and the learning shared across teams.

Key learning on leaks

Roof repairs can be complex and costly. This makes it even more important for landlords to proactively communicate with residents and keep accurate records. This will improve trust in the process.

Under section 20 of the Landlord and Tenant Act 1985, a landlord is required to consult with leaseholders before undertaking any work that will cost a leaseholder more than £250.

This includes repairs, maintenance, and improvements to the building and estate the property is in. Under certain circumstances a landlord can apply to the First-tier Tribunal (Property Chamber) for exemption from the need to consult leaseholders.

Leaseholders usually must fix issues inside their home. Landlords are responsible for the structure and common areas. Where a leak is the leaseholder's responsibility, it should be resolved by them and where it has affected another resident. When landlords know about these issues, they should think about how to help the resident.

Landlords should check whether a temporary repair is possible to replace the missing roof tile while waiting for a longer-term fix. This could also apply to the section 20 process.

Statutory hazards

We've previously produced a [report solely on the importance of tackling hazards in homes](#).

Landlords should act quickly when there's a report of a hazard. They should risk assess the situation and consider what temporary measures or moves are needed to reduce impact.

Southwark Council

Southwark Council (202327171) failed to resolve a contaminated water problem. The resident eventually had to fix it herself.

The resident arranged a plumber when she first noticed the issues with her water. The plumber determined the landlord was responsible for the problem.

It took 3 chases for the landlord to progress anything following this. It took 29 working days for a plumber from the landlord to visit.

The landlord said it could not complete the repair. It needed to arrange major works to replace a communal tank. It had 3 properties in the block reporting identical issues. It also recorded unsuccessful attempts to secure access via the neighbour's flat to inspect the water tank. The landlord left the repair outstanding.

The resident kept reporting the issue. The landlord said several repairs needed to happen before replacing the water tank. This included an asbestos survey and work to a neighbour's loft.

The landlord only tested the water supply 16 months after the resident reported the issue. It did not offer support for alternative washing facilities during the length of the repair. The landlord records also suggest years when the cold-water tank annual inspection did not take place. It also revealed that a contractor reported the issue with the tank 3 years prior to the resident's issues.

Repeatedly the landlord failed to coordinate its communication to ensure that access to neighbour's homes was permitted. This caused further delays.

The landlord's own complaints investigator disputed access issues being the fault of the resident's neighbours. Instead, it considered its own team's communication at fault. Often neighbours had no knowledge of the appointments.

Due to the length of the time the landlord took to replace the tank, the resident replaced her own boiler to fix the issue.

If she had not done so, it's likely that, as the repairs were only completed months after, the impact on her would have been more prolonged.

In its learning from this case, the landlord says it's carried out a thorough review with a focus on how it manages contractor activity.

It's bringing in a more robust process for statutory visits especially where these involve access to homes. This is to ensure consistency, accountability, and putting residents first.

It will also introduce a new compliance IT system and has commissioned further surveys across its homes to identify any issues ahead of time.

Lambeth Council

Lambeth Council (202322062) failed to fix a blocked drain that led to sewerage in the home. It failed to progress the works as it said the leaseholder was responsible when the landlord was.

The landlord first cleared the blockage 11 working days after the resident reported it. This was outside the timescales for a health and hygiene risk. However, the resident continued to report it, and the landlord failed to find a resolution.

It recommended repairs or CCTV surveys but then did not undertake them. The drains were communal and so the landlord's responsibility.

While landlords are not always responsible for the inside of the home, it's clear the repairs within the property were caused by its actions. The landlord should have offered to clean the affected areas.

The landlord also failed to offer reasonable redress. Only offering £75 in compensation. In our decision, we ordered £1,000 for the ongoing distress and inconvenience.

In its learning from this case, the landlord says it has complied with all orders in this case and regularly assesses how it can improve its services for leaseholders.

Haringey Council

Haringey Council (202313032) failed to deal with damp and mould for 2 years, with children present in the home.

When the resident first reported the damp, the landlord replied within timescales. However, it delayed the follow-up inspection. The resident had to make a formal complaint. Only then was it completed, 3 months later.

The landlord blamed the delay on the surveyor who left the organisation.

Following the inspection, the landlord raised works and told the resident the contractor would be in touch. This did not happen, with the resident trying to contact the contractor without success.

While finding contractors takes time, the landlord showed no proof they looked at other ways to urgently fix the damp and mould.

According to the landlord's damp and mould policy, it should have risk assessed the case. This policy was introduced following our special investigation. There is no evidence this happened. This was unreasonable, as the landlord knew small children lived in the home.

The resident had to continually push for updates, as well as her MP and local councillor.

In its learning from this case, the landlord says it will continue to build on the improvements made to its complaint handling processes and repairs service since taking over direct management of its housing stock in late 2022.

Origin Housing

Origin Housing (202303657) failed to deal with a pest infestation and other repairs. Its relationship and handling of the situation with the managing agent and freeholder significantly contributed to issues worsening.

The landlord failed to engage with the freeholder or managing agent after the resident raised concerns and reported issues. It did not recognise the importance of its role in enforcing the freeholder's covenants contained in the head lease. This meant the resident had limited options available for ensuring the freeholder met its obligations and so felt unsupported.

When the constant repairs issues got too much, the resident was forced to move out.

At this point, the landlord's surveyor should have completed a thorough survey of the home. Instead, it produced brief bullet points. This was a missed opportunity to gain further understanding of the condition and the impact it was having on the resident.

As the problems worsened, the landlord should have been more urgent. Some of the disrepair was impacting both fire safety and the resident's breathing issues.

When the resident's MP wrote to the landlord, the landlord asked the resident to list the issues and what solutions she required.

It would then send these to the freeholder. This was unhelpful considering the problems had been ongoing for 2 years, with the landlord well versed on the issues.

In its learning from this case, the landlord says it has included this case in a wider review into how it works with managing agents. This review aims to lead to clearer records of responsibilities, better repair monitoring, and stronger escalation processes.

Key learning on statutory hazards

Landlords need to make sure their homes are safe and free from hazards. When a resident reports a risk, the landlord should check the property for hazards. Ignoring hazards can lead to serious consequences for everyone.

Any hazards, including those that may be more uncommon, should be treated with the same urgency. Landlords must investigate swiftly and communicate effectively.

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

Landlords also must make sure effective communication occurs during the lifetime of a case. This is especially important where a situation may have a negative impact on them.

It's best practice for landlords to appropriately record information. This should include 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.

This is leading to missed opportunities to identify wrong or inadequate actions. This leads to poor communication and redress.

Landlords should also be mindful of the impact on residents in this situation when considering redress.

Landlords should offer compensation that reflects the seriousness and length of time in recognition of the impact and distress the situation caused. This must include personal circumstances, which changes the level of impact.

Working with third parties is key. Landlords should do this efficiently to avoid delays for residents.

When this relationship fails, it causes significant harm to residents. Our [Spotlight report on repairing trust](#) shows this.

Landlords must understand their lease responsibilities and recognise the vital role they play when dealing with managing agents and freeholders.

The landlord can play an important supportive role for the resident and get issues resolved.

Proactive communication is the cornerstone of this healthy relationship with third parties. It's increasingly important as the housing sector diversifies and homes are delivered in a less traditional way.

Centre for Learning resources

Spotlight report on repairs and maintenance - repairing trust

Repairs key topics page containing reports, podcasts, and case studies.

Repairs and property condition fact sheet

Leaseholder complaints key topics page containing reports, podcasts, and case studies

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

Glossary of terms used

Term used	Meaning
Severe maladministration	A finding made by the Housing Ombudsman. It's where a landlord has failed significantly in its duties, demonstrating serious service failure that has caused residents substantial harm, distress, or disadvantage.
Section 20 notice	A formal consultation process landlords must follow before carrying out certain works or entering into agreements that will cost leaseholders more than a certain amount.
Leaseholder	Someone who purchased a property from a social landlord. Owning the home for a fixed period but not the land it stands on, with responsibilities for internal repairs while the landlord remains responsible for the building structure and common areas.
Freeholder	A housing association or local authority that owns both the building and the land it stands on. With responsibility for maintaining the structure, common areas, and grounds.

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