

Learning from: Severe Maladministration



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

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Introduction

Welcome to our latest report sharing learning from our severe maladministration findings.

These cases involve serious leaks which in some cases are unresolved for 3 or 4 years, leading to electricity outages, ceilings collapsing or families being displaced from their homes.

What connects these cases is complexity.

This complexity is 3-fold:

- the issues
- the operating environment
- the landlords operational response

We see complexity driven by ownership of the building, where the landlord needs to work with a freeholder. Or liaise with other leaseholders or tenants to complete works. Or the oversight of third parties.

Managing that complexity brings the need for effective controls, reliable data and good communication.

Unfortunately, such controls can be lacking.

This leads one landlord to ask a resident whether its own contractor has made appointments or another resident having to raise an emergency repair 4 times.

Inevitably, poor data contributes to poor oversight of operatives or contractors.

This leads to delays, confusion over works and tasks being passed between different parties. This inefficiency impacts the resident but also costs landlords.

These faults can then be compounded by poor communication.

This means residents are unaware of appointments or actions, communication preferences are not respected, or communication is only promoted through the complaints process.

So, how can this be designed out?

The landlords involved have shared valuable lessons to address these issues.

Another striking theme concerns landlords gaining access to other residents' properties to resolve a leak. The challenge of handling these situations is apparent. Where it could have been handled better is fulfilling legal processes and considering mitigations for the residents impacted, including temporary moves.

It underscores landlord accountability – the operating environment may be complex, but this does not absolve obligations.

Something that Awaab's Law has further clarified.

Richard Blakeway

Housing Ombudsman

Repairs oversight

This section explains how poor oversight in leak cases can cause serious problems.

We highlight issues around poor diagnosis and delays in [previous severe maladministration reports](#). We also covered this in our most recent [Spotlight report](#).

Riverside

Riverside ([202322111](#)) failed to have oversight of "uncontrollable" leaks. This led to damp, mould, and heating loss for the resident. It failed to keep up with contractor visits, potential solutions, or general communication.

The landlord was unclear on its responsibilities and unaware of the freeholder's role. This showed poor awareness. It meant it could not engage with them early to resolve the issue.

Multiple contractors attended the home and made recommendations after every visit. The landlord ignored these recommendations, even when inspectors repeated them from previous visits. This happened after the landlord marked some urgent repairs as complete.

Contractor notes showed the leak was severe, with "masses of water" and "many active leaks everywhere". The landlord still did not show urgency.

The landlord failed to update or communicate with the resident at all during this time. The resident chased multiple times.

When it did reply it was as part of its stage 1 complaint response. The response contained different information to the landlord's repair records.

Missed appointments occurred because the landlord could not access neighbouring flats. The landlord did not update the resident. It then attended when she was not available.

A contractor told the landlord they had fixed the leak. An email from the resident on the same day suggests this was not the case.

The freeholder eventually stepped in and resolved the issue.

The resident then mentioned the significant damp and mould that was present. The landlord did not resolve this within its timescales either.

Landlord learning statement

Since this case, the landlord has introduced various changes. This includes a dedicated incident management team to coordinate complex repairs. This has improved cross-team communication and escalation processes.

It has strengthened oversight of managing agent relationships. It did this by appointing Building Safety and Shared Spaces Managers. It has provided training and started to review further policies to support vulnerable residents.

Southern Housing

Southern Housing ([202330674](#)) failed to show effective oversight for a leak. The issue remained unresolved for 31 months.

The resident raised concerns about the ceiling, but the landlord did not inspect it. The ceiling collapsed. Even then, the landlord did not investigate why.

Throughout the case, the landlord or its contractors claimed the repairs were complete. They also said the home was safe. However, this was not the case. Either the leak returned, or the house was not safe. This had a huge impact on the resident and her children.

In one repair attempt, the contractor attended with the wrong tools. In another, the operative left the repair unfinished. This led to cockroaches entering the home.

The landlords poor communication led to missed appointments or refused access. It often did not use the resident's preferred method of contact.

When it realised this was causing issues, it did not create a single point of contact for the resident. This would have helped improve the management of the case.

The resident moved into a hotel to escape the collapsed ceiling. The landlord failed to actively support a return to their home. Its response did not consider the resident's vulnerabilities or the impact over a lengthy period.

Landlord learning statement

Since this case, the landlord's in-house resolve team has completed nearly 70% of repairs. This enables a faster response to concerns and regular updates for residents. It has also trained all repair teams to ensure consistency and uphold service standards.

The landlord has introduced a dedicated team for damp and mould issues. This team prioritises any health-related concerns. These changes aim to provide timely repairs, clear communication, and robust follow-up. They safeguard residents' wellbeing and rebuild trust.

Birmingham City Council

Birmingham City Council ([202423479](#)) showed poor oversight and a lack of action to a leak. This led to the resident waiting 11 months for a repair.

When the resident reported the leak, the landlord raised a works order in good time. However, the landlord cancelled it. It said the resident did not provide access. There are no records the landlord told the resident about the appointment or tried to gain access.

The landlord re-raised the repair after the resident made a stage 1 complaint. It attended and booked a follow up appointment.

At this appointment, the contractor could not fix the leak. They said it would need another contractor. This is despite the landlord knowing what the issue was on the first appointment. The landlord marked the job as complete.

The landlord gave no updates to the resident. By this point, the resident reported that there was "water everywhere".

The landlord asked the resident if its contractor had booked another appointment. It should have been managing the process. It was not reasonable to ask the resident to provide this information.

The landlord did not recognise the distress the delay caused to the resident. The emails to the contractor did not show urgency. It's not clear why it continued to wait so long to chase its contractor.

In its stage 2 complaint response it said the situation was "outside of its control". Landlords have an obligation to make sure that its contractors carry out works. This response was not appropriate.

Landlord learning statement

The landlord has reviewed the handling of complaints. It now ensures that where staff raise jobs, they follow them through to completion.

The landlord also now keeps tenants informed on the progress of the repair. It uses smart reporting to ensure staff view outstanding repairs daily. Staff escalate them accordingly where there are concerns.

The landlord is also reviewing its communication via internal meetings. It will introduce these changes in its new repairs contract, due to go live in 2026.

Learning from repairs oversight

In previous reports, we have highlighted areas of individual failings. This category looks at the overall oversight of operations and the impact it has on delivery.

It's important for landlords to have effective records as part of strong oversight. This means landlords have a single version of the truth. They can easily access the updates needed to progress the repair.

It's clear from these cases that where this does not happen, we see other failings. These include multiple inspections, works incorrectly closed, or infinite delays.

As part of poor oversight of works, landlords should consider how it monitors contractor performance. We highlighted this in our [Spotlight report on repairs](#).

Home ownership

Landlords must give extra considerations to leaks involving a leaseholder or shared owner. This could be where the leaseholder is the resident of the home, or a neighbour.

A2Dominion

A2Dominion (202309936) failed to investigate a shared owner's complaint. It confused it with an insurance claim. This meant the issues remained unresolved for 3 years.

The landlord marked the repair as urgent but did not act. It remained incomplete when we made our decision, and our orders put the situation right for the resident.

The landlord only did some surveys, not all of them. This meant it did not search for the cause of the leak. When it did carry out surveys, this was a year after the resident urgently asked for them.

The resident needed the repair to take place so that the insurers would decorate. She described her home as mouldy, in disrepair, and an unsafe environment. The resident told the landlord this multiple times. But it did not act on the information. Instead, it confused the issue with the insurance claim.

It said it could not progress the complaint. The landlord said it was not in its complaints policy to do so. This is despite the complaint being clearly about the service failure and not the insurance claim.

Landlord learning statement

The landlord is improving its internal communication and complaint handling.

It's bringing teams together to achieve consistent oversight and management of cases.

It is also making improvements to its record keeping. This will enable better responses to follow up work and complaints.

London Borough of Tower Hamlets

London Borough of Tower Hamlets (202425299) delayed resolving a leak for 4 years. This is due to it failing to access a neighbouring flat owned by a leaseholder.

The landlord wrote to the leaseholder several times, explaining the repairs they needed to do. Often the leaseholder responded to say they had completed the repairs, or they soon would be. This was not the case.

This happened even after the landlord gained access to inspect the leaseholder's home. They failed to provide evidence they had completed the works. The landlord did not respond strongly enough to take further action.

The landlord repeatedly told the leaseholder that not doing the works would breach the lease. However, the landlord never followed through with action. The leaseholder began to ignore these warnings.

The landlord had asked internally for legal action to be taken against the leaseholder. It was not clear if anyone ever acted on the requests.

The landlord eventually served a section 146 notice to the resident. This is a notice to end a lease early due to the leaseholder breaching the terms. It required the leaseholder to complete the outstanding repairs within 14 days of this notice. The landlord did not follow up for proof that this happened.

When the landlord raised an inspection after the work, the leaseholder cancelled it. The landlord failed to gain access to the home multiple times over a period of

months to resolve the repair. It said it would apply for an injunction, but this again did not happen.

The leaseholder failed to complete the required repairs or provide evidence they had done so. The landlord provided no reasonable explanation why it did not follow a set procedure to resolve this earlier.

The landlord continued to fail with the neighbouring leaseholder. This severely impacted the resident and her family. She reported having no light in her kitchen or bathroom. Her children had to shower elsewhere.

The resident reported having chronic pain and respiratory conditions. The landlord did not seem to take this into account. She could not invite people to her home because of the damp and mould the leak caused.

Landlord learning statement

The landlord has reviewed its complaints management.

It has developed faster assessments through its leaks process and adopted more temporary mitigation measures. This seeks to prevent escalation and safeguards residents.

Onward Homes

Poor records stopped **Onward Homes** (202329626) resolving a leak for a shared owner for 3 years.

Due to the lack of records, it was hard for us to determine what action the landlord took and when. Any actions the landlord took were not effective, as the resident reported the leak returning.

She also complained that the landlord failed to respond to the report quickly enough. This happened many times during the complaint. The landlord took months to act between reports.

There's no record of any action taken for months after this.

The resident later reported that the leak had worsened. It was now so bad she had to put a bowl on the floor to catch water. The landlord put up scaffolding but took no other action. It did not make the electrics in the property safe.

As the leak worsened, the ceiling started to crack. The resident made 4 emergency calls for help. The landlord responded the next day. It should not have taken 4 calls when it was an emergency.

Eventually the ceiling collapsed. The landlord failed to assess how bad the damage was.

Normally a shared owner is responsible for the inside of their home. This is not the case when the structure causes the damage. The landlord did not take reasonable steps to make sure the home was safe.

The resident had to move out due to the safety of the home. The landlord did not assess whether she needed a temporary move. It was only 10 months later when it sent an insurer to the home that it agreed to put her in a hotel for 4 months.

The landlord said it resolved the leak, but the resident still reported water leaking through her ceiling for another year. After multiple attempts, the landlord resolved it 3 years after the initial reporting.

Landlord learning statement

Since this case, the landlord has changed its case management process to focus resources. This ensures it resolves complex cases to a satisfactory outcome for the resident.

The landlord has also reviewed its processes. It's established groups who review complaints and insights to focus resources and improve customer care.

London Borough of Camden

We issued severe maladministration for the **London Borough of Camden's** ([202442744](#)) response to a leak coming into a leaseholder's flat.

In a reversal of a case that appears earlier in this report, the landlord struggled to get into a tenant's home to resolve the leak.

When the resident reported the problem, the landlord visited the neighbours flat and replaced the shower. It marked the job as closed without checking whether the leak was still ongoing.

The neighbour told the landlord there was no issue in their home and so the landlord closed the job. This was again without checking that the leak was ongoing despite the resident reporting it again.

The resident told the landlord via webchat that he has disabilities. He was trying to send photos of the damage to the repairs WhatsApp number, but it was not working. He did not know how to use the online account the landlord was directing him to.

While on the chat, the landlord tried to call the neighbour but there was no answer. The landlord failed to follow up with the neighbour or resident following this webchat.

The resident later said water was affecting the electrics. The landlord attended the same day and turned them off. The resident moved out of the home when this happened.

The landlord could not resolve the issues the next 10 times it tried. On 7 occasions it failed to gain access to the neighbours home. The other 3 times it's unclear why the appointments did not take place. There's no evidence it considered taking enforcement action to resolve the situation.

The delay resolving the leak led to the ceiling collapsing in the resident's home.

Despite the landlord saying it completed the repairs, the resident remained in temporary accommodation when we made our decision. The resident said the home was not safe to live in.

The landlord was responsible for fixing the leak. Normally, landlords are not responsible for repairs inside a leaseholder's property.

However, the landlord's delays made the damage worse. The extra damage was the landlord's fault. The landlord should have taken responsibility for this.

Landlord learning statement

The landlord has improved its repair management. It now contacts specialists earlier for complex issues and has refined its escalation procedures.

Its teams have received new training to ensure timely communication and accurate record-keeping.

Islington and Shoreditch Housing Association

Islington and Shoreditch Housing Association ([202424686](#)) took 8 months to start work and failed to resolve the leak for a leaseholder for over 3 years. At the time of our determination, the landlord had not completed the works.

The resident reported the leak as urgent and chased the landlord for a response. However, the landlord did not attend. The landlord's contractor failed to book an appointment with the resident despite the leak worsening.

When the landlord attended, it found the balconies to be at fault. The resident asked for works to be urgently progressed.

The resident regularly chased the landlord for updates. The landlord often ignored her. It did not explain what work was happening or when it would take place.

The woodwork was rotting. The resident asked the landlord to pay for it. The landlord agreed. It said it would pay to replace the window and door. But in its stage 2 response, the landlord told her to claim on her contents insurance instead. This went against its earlier position.

Landlord learning statement

The landlord has created new structures and processes in its repairs and surveying teams.

This has increased capacity for finding issues earlier. This strengthens ownership, responsibility, and communication for complex repairs.

The landlord has also improved its communication with contractors and residents. It's in the process of introducing a new housing management system. This will better track repairs progress and resident communications.

The landlord says the board receives regular complaint reports and its Member Responsible for Complaints plays an active role in monitoring ongoing performance.

L&Q

L&Q (202437717) failed to resolve a leak into a leaseholder's home for over a year. The resident was recovering from cancer at the time.

Records show that other residents reported leaks from their homes too. They showed the roof also needed repairs. This was before the resident reported the leak.

The landlord did not keep full records or accurate repair logs. The logs did not show what work they completed, or which homes they affected.

When the resident reported the leak, the landlord ordered an inspection. However, it had no internal appointments for 5 months. Therefore, it asked an external contractor to do the work. This did not happen within appropriate timescales.

When the resident chased for updates, the landlord did not return the call. When the contractor inspected, it provided the landlord with quotes for the repairs. The landlord rejected the quote and closed the repair. It then referred the work to an internal team. The landlord did not explain these actions to the resident.

When the resident told the landlord about their health conditions, the landlord did not act with urgency. This is despite the impact leaks, damp, and mould could have.

Despite informing the resident it may have to follow the section 20 process; it did not provide any timescales. Section 20 is a requirement on landlords to consult all leaseholders if they intend to carry out one-off works with a total cost of over £250 per property. However, there were delays in referring the works to an internal team.

Landlord learning statement

The landlord has a new approach to improve its ability to diagnose and resolve leaks. It has also made changes to its record keeping, compensation, and complaint handling.

London Borough of Ealing

The **London Borough of Ealing** (202430100) failed to resolve a leaseholder's leak for 14 months. The landlord delayed inspections and delayed carrying out repairs. Its communication was poor throughout.

The landlord arranged an inspection but failed to act after this. It did not keep the resident updated either. It's not clear why the landlord rejected a quote for scaffolding.

In its stage 1 response, the landlord incorrectly said the repair was complete. It said it would reinspect, but it did not give a timeframe. The landlord did the inspection 2 months later. It found the same issues as before. The repairs remained incomplete almost a year after the resident first reported the issue.

It promised to complete the repairs within 28 days but failed to do so. Overall, the landlord took 14 months to complete the repairs.

Due to the leak, the resident also said there was damp and mould in her home. This meant she was unable to use her bedroom. It failed to prioritise this accordingly. It also failed to carry out a mould treatment because the property was leasehold.

Landlord learning statement

The landlord appointed a dedicated case worker to oversee all remaining repairs. It completed these repairs as a priority.

It has also strengthened its repairs process, improved staff training, record keeping, and the way it handles complaints.

London Borough of Lambeth

The **London Borough of Lambeth** (202332105) delayed repairs to a leaseholder's leak for a long time. This is despite a compensation payment related to a disrepair claim.

The landlord responded poorly to the leak. It did not act for 2 months. When it visited the home months later water was still dripping into the bedrooms.

A surveyor recommended the landlord repair internal damage after fixing the leak. It's not clear if the landlord agreed with this.

Due to receiving no updates about the leak, the resident asked his councillor to help progress the repair.

The landlord failed to update the resident on the repair and what work it was carrying out. The resident reported he was unhappy with the quality of the works.

The landlord said it fixed the leak. The resident redecorated his home, but the leak returned. This wasted the money he spent on redecoration.

The landlord did not ensure the works met a satisfactory standard. It did not consider the damage caused to the inside of the home.

The landlord issued a section 20 form to the resident. When he asked for confirmation that the form was the full extent of the works, it's unclear if the landlord responded to this request. The landlord took 18 months to complete repairs to the roof following its initial inspection survey.

Landlord learning statement

The landlord has made leaks, damp, and mould a key priority. It's aiming to complete roof works and consultations around this as quickly as possible. This is so that repairs are not delayed.

The landlord has also recognised the need for more temporary measures to be in place to support residents.

Learning from home ownership

Landlords must maintain and repair the structure and exterior of properties, as most leases state.

Most repair policies say landlords do not need to repair internal damage to leasehold properties. The exception is when a fault in the building's structure causes the damage.

Leaks can be complex, and landlords can find it challenging to treat leaseholders fairly in these situations.

These cases show that early communication and effective record-keeping are central to a strong response.

We feature other failures in previous reports. This includes delays to inspections and not progressing repairs. These failures affect leaseholders as much as any other resident.

Landlords should also know what enforcement action they can take.

When landlords reach the thresholds for enforcement action, they should take it. The purpose is to keep all residents safe. This includes using injunctions and taking legal action.

Centre for Learning resources

Decants key topics page with reports, podcasts, and case studies.

Damp and mould key topics page with reports, podcasts, and case studies.

Damp and mould eLearning on the Learning Hub.

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

Repairs and property condition fact sheet

Attitudes, respect and rights key topics page with reports, podcasts, and case studies.

Attitudes, respect and rights eLearning on the Learning Hub.

Knowledge and information management key topics page with reports, podcasts, and case studies.

Knowledge and information management eLearning on the Learning Hub.

The Complaint Handling Code

Glossary of terms used

Term used	Meaning
Severe maladministration	A finding made by the Housing Ombudsman. Where a landlord has failed significantly in its duties. It shows serious service failure that caused residents harm, distress, or disadvantage.
Leaseholder	Someone who bought a property from a social landlord. They own the home for a fixed period but not the land.

Term used	Meaning
	They have responsibility for internal repairs. The landlord is responsible for the building structure and shared areas.
Section 20 form	A legal requirement that landlords must follow when planning major works that cost over £250.
Section 146 notice	A notice to end a lease early due to the leaseholder breaching the terms.



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