

# Learning from: Severe Maladministration



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

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## Introduction

This is the 3<sup>rd</sup> report we have produced on windows.

It remains one of the strongest emerging concerns in our casework. It is an issue that has echoes of Awaab Ishak's case because of the risk of apathy towards conditions.

Apathy is a strong word.

But we have investigated cases where a resident complained for 8 years about excess cold until the windows were repaired.

The condition of the windows was described as "shocking" in another complaint. This was by the inspector not the resident but remained unresolved for 2 years.

Several cases involve windows being boarded up for long periods, which for one household lasted 5 years. Others are missing risk assessments and unevidenced 'no access' is routinely deployed as an excuse for inaction.

The repairs in some cases were still unresolved until we made orders. This includes one case where environmental health had issued an improvement notice.

In 2025-26, 9% of our findings relating to windows resulted in severe maladministration. This is considerably higher than the norm of around 2%.

In this context, apathy is an appropriate description.

This apathy is fuelled by the continuing links between responsive repairs and major works. This is a concern we raised 2 years ago when I wrote to chief executives in relation to window disrepair. We continue to see landlords deferring repairs in favour of cyclical works. We understand replacing windows can be complex and costly, especially in high-rise buildings. But we also know major works can be prone to delays. Nor does this response deal with the immediate impact of faulty windows. It prolongs a resident's exposure to potential hazards and the landlord to unmitigated risks.

In some instances, a section 20 consultation is required. This can be important to ensure costs are controlled and transparent.

But there can also be an element of hiding behind the process without taking proactive action to resolve repairs with greater urgency.

The human impact of this disconnect can be stark. Residents' report sleep deprivation because of excess cold, being unable to use a kitchen resulting in a reliance on take away food, safety fears for children, including risks of falling from taller buildings. There are others too such as loss of natural light, poor ventilation, and damp and mould.

This reinforces the importance of landlords preparing for the extension of Awaab's Law to other hazards. When and which hazards is to be determined by government.

This report shows clearly how window disrepair can present risks across multiple hazards.

This may require effective triaging by landlords, integrated risk assessments, central oversight of repairs, and clear records and communication.

To the credit of some landlords identified in this report, valuable lessons have been learnt. These can be shared with the sector to prevent the experiences of these residents being repeated.

We encourage other landlords to step back and consider what they would have done in similar circumstances, and whether improvements could be made to ensure policies in practice deliver the outcomes expected.

**Richard Blakeway**

**Housing Ombudsman**

## Multiple hazards

There are many occasions where landlords will have to deal with multiple issues at the same time. There could be numerous repairs to carry out at once, or one repair can lead to multiple hazards being present.

### London Borough of Camden

**London Borough of Camden** (202513249\*) failed to complete repairs to windows and damp and mould.

A survey found a bedroom window frame not securely fixed. The landlord failed to follow this up with a specialist contractor. It also did not complete any repairs on its follow up inspection.

When the resident did not provide access, the landlord said no further action was necessary despite the safety risks. The landlord failed to risk assess the situation. At the point of determination, the landlord had still not resolved the situation. Our orders remedied it for the resident.

The landlord did not deal with the damp and mould effectively. The resident also reported cracks in the ceilings and walls. The landlord did not carry out the required works and failed to act on survey recommendations.

#### **Landlord learning statement**

Since this case, the landlord has made improvements to its support systems in line with the new requirements of Awaab's Law. It has established a dedicated task force to manage damp and mould cases. Additionally, it now conducts regular follow-up checks to ensure all residents receive ongoing support.

### Southern Housing

We made 2 findings of severe maladministration in 2 different **Southern Housing** cases. It failed to replace both windows and doors in one case and delayed for 3 years in another. This is despite one resident being a survivor of domestic abuse.

**Case 202322758\***

In this case the resident raised concerns about security and fire safety. The landlord did not act until the resident raised a complaint. Despite the concerns, the landlord failed to inspect the door to see if it was fire safety compliant.

The resident reported that the window was loose and letting in a draught. She was concerned it may fall out and injure someone below.

When it inspected the windows and doors, it ordered replacements. It decided to complete the work through the planned works schedule the following year rather than seek an earlier resolution.

The landlord committed to replacing the window but had not done so at the point of our determination. This was 2 years later. Our orders resolved the situation for the resident.

**Case 202406262\***

There were numerous delays within the case. The landlord could not provide evidence it gave prior notice for an appointment and therefore the resident was at work. Another delay was due to the landlord turning up with incorrect replacements.

The landlord also needed to confirm with the freeholder's managing agent who was responsible for the replacements. It did not do this soon enough.

The landlord explained part of the delay in replacing the windows was due to issues accessing the home. The resident said they did not refuse access. There is no evidence to show the landlord booked appointments in advance with the resident or attended the resident's property.

Many of the repairs, such as those to the windows and heating system, remained outstanding when we made our determination. Our orders resolved this for the resident.

**Landlord learning statement**

The landlord has launched a repair transformation programme. This focuses on improved record keeping, stronger contractor oversight and better communications.

It is increasing the use of its in-house Direct Labour model and redesigning its approach to contract management. The landlord is to introduce a new contractor portal to give live updates on repairs.

## London Borough of Lambeth

**London Borough of Lambeth (202440462)** failed to make the windows in the home safe, or repair balcony doors. It also delayed repairing electrical work.

The resident had a baby, and the landlord was aware of this but did not appropriately assess this risk.

The windows in the home did not lock and the resident raised this with the landlord multiple times. There is no evidence the landlord raised a repair or as a defect with the developers.

The landlord inspected the windows and found them not suitable. It did nothing in the aftermath of this inspection. In its complaint responses it said it would take action but then did not.

At the point of determination, the resident said her windows were still unsafe. She said this was causing her anxiety and distress, with a young child in the house still at risk of falling from it. The orders that we made in this case resolved the issues for the resident.

### Landlord learning statement

The landlord is using the learning from this case to strengthen record keeping, improve risk assessment where resident safety is concerned, and ensure that vulnerabilities are properly considered and acted upon. This includes during defects and liability periods.

## GreenSquareAccord

**GreenSquareAccord (202436007\*)** failed to replace doors and rotting windows for 33 months. This led to damp and mould in the home.

The landlord did not explain the delay. There are no records about the root cause of the rotting or what temporary repairs took place. Once it confirmed the windows needed replacing, it failed to act for over a year.

The landlord's internal communication was poor too. It was not clear which department was responsible for the repair. It took 3 months for a window survey to take place in which the resident chased the surveyor multiple times. The landlord also did not attend one of the appointments.

After the surveyor completed the survey, the landlord failed to inform the resident of the outcome. This meant he had to contact the landlord on several occasions to know what the survey found.

When the resident reported the damp and mould due the windows and door, the landlord failed to assess this. It also did not provide support.

The landlord replaced the windows 13 months after its stage 2 response. Despite the delay, it did not offer the resident any further compensation.

### **Landlord learning statement**

The landlord has implemented a new tracking system for planned works. This is monitored regularly and prompts communication with the resident. It has also made improvements to its record keeping.

### **L&Q**

**L&Q** (202519743\*) left a resident with windows that were unable to open.

At the point of determination, the landlord had not resolved the ventilation issues. This is despite the landlord knowing of the ongoing health concerns of the resident. The landlord did not assess whether the home was fit to live in.

When the landlord inspected the windows, it found parts missing. However, after the inspection the landlord told the resident there were no works recommended to the windows. Its communication following this was poor. It is unclear if a follow up inspection took place. Despite no recommended works, the landlord failed to consider her health concerns.

At the same time, the resident had a spider infestation. This required a pest control specialist. It is not clear that the landlord communicated this to the resident. This led to further distress for the resident.

After doing no works to the windows, the resident reported she was hospitalised due to the severe heat in the home. She was concerned about the summer months.

After its complaint responses, the landlord assessed the windows again and found them in good working order. There was no evidence it assessed the internal environment or ventilation. Due to the impact this would have had on the resident's vulnerabilities, this was not in line with its policy on this issue.

### **Landlord learning statement**

Since this case, the landlord has introduced a new way of working, with complex repairs managed by its surveying team, allowing day-to-day colleagues to focus on reactive work.

## **London Borough of Haringey**

**London Borough of Haringey** (202512736\*) did not deal effectively with windows and damp and mould issues. This is despite 3 children living in the home, one with autism.

The resident reported issues with the windows several times, which the landlord did not action. Because of this, damp and mould grew in the home. The landlord then did not take effective action on this. It failed to act on recommendations from its surveyors and contractors.

The landlord did not consider the vulnerabilities within the household and did not have record of these on file, despite being aware. It also failed to keep the resident updated with the works, until she made a complaint.

10 months after the surveyor said the windows needed replacing, the landlord had not completed the works. It had also not completed other repair work in the home. Instead, the landlord carried out further inspections, which concluded the same thing.

The landlord said it would include the replacements as part of its major works programme. But it did not consider the ongoing safety aspects or a temporary move for the family.

The works were outstanding at the point of our determination. Our orders resolved the situation for the resident.

We wrote to the landlord giving it notice there could be a potential significant or emergency hazard (or material change) and consider if Awaab's Law applies. It is positive the landlord carried out another survey.

The surveyor found mould growth and poor thermal performance from the single glazed and damaged windows. It said this was a potential category 2 risk to the resident's household, particularly the children. It concluded the home fell below its standards.

### **Landlord learning statement**

The landlord has implemented a new damp and mould case management system. It has also improved its repairs management and delivery systems and processes. This makes sure more complex or major works are appropriately tracked and followed through to the satisfaction of residents. It has also restructured, retrained, and increased the management focus in both repairs and complaints.

## **Places for People**

**Places for People** (202521908\*) failed to deal with windows and damp problems for over 3 years.

The ongoing issues left the resident dealing with excess cold. The landlord was also not proactive in its communication with the resident and missed its own contact deadlines. This meant she had to chase it for updates every week for months at a time.

When inspections did take place, there were not always records of this. On a recorded inspection report, it said the home had incorrect windowsills installed during the build. It did not inform the resident of this outcome.

The landlord confirmed that it would replace the windows. However, 8 months later, it had not started the works and had not explained the delay to the resident.

When she reached out to see why, the landlord did not acknowledge the email or respond. The resident had to escalate her complaint in order for the landlord to respond to her.

The contractors attended to replace the windows 2 and a half years after the resident first raised issues. They were unable to remove them as the concrete windowsills were loose. This meant it had to put up scaffolding and consider following the section 20 consultation process.

At the point of determination, the landlord had still not replaced the windows. Despite the resident reporting increased dampness and higher heating costs, the landlord offered no other support. Our orders resolved the situation for the resident.

### **Landlord learning statement**

The landlord has implemented a new repair tracking and completion process with its managing agents.

## **London Borough of Westminster**

**London Borough of Westminster** (202344340\*) left a resident's window boarded up for 8 months.

The resident reported the window was at risk of falling out. He said that only 2 screws were holding it in place. There is no evidence the landlord responded to this report.

The landlord removed the window and boarded over it 5 months later. However, the landlord had poor repair records on this. It also failed to update the resident at all following this action or respond to his emails.

The landlord failed to attend an appointment made following its complaint response. This meant the resident continued to live without light and ventilation from that window. It also meant he reported excessive cold in the home, with it being especially hard to heat in the winter months.

### **Landlord learning statement**

The landlord has strengthened oversight of complex repairs, improved communication with residents, and its record keeping.

It has increased the size of its complaints team. It also adopted a new system for managing complaints alongside a learning framework to identify opportunities to improve.

## London Borough of Southwark

**London Borough of Southwark** (202401840\*) failed to make repairs to windows for 8 years.

The landlord failed to fully investigate the issues. It said it would install double glazing at the home but did not update the resident on this work. The resident said the poor condition of the windows led to excess cold. She said this led to sleep deprivation for her children. The landlord did not respond to this.

The resident also raised security concerns that did not lead to any further action from the landlord.

The landlord said in its stage 1 response that it inspected the windows and doors and was waiting for a quote. However, it did not explain what the inspection found or tell the resident what works it needed to do. It also could not provide us with a copy of this report.

There was evidence of some internal confusion around the works. It also failed to communicate effectively across different departments or take ownership of the case.

The landlord said it could not repair the living room window as the resident disputed the repair and so refused access. We have seen no evidence of this. If it was experiencing access issues, it should have followed its no access policy.

### **Landlord learning statement**

The landlord has reviewed its internal processes relating to repairs management, communication, case ownership, and record keeping.

It is also providing further staff training.

## Learning from multiple hazards

Under the Homes (Fitness for Human Habitation) Act 2018, landlords must make sure that properties are fit for human habitation. This includes addressing serious hazards identified within the Housing Health and Safety Rating System (HHSRS), such as excess heat, inadequate ventilation, and issues affecting health and safety.

It is clear from these cases that window repairs are not always simple. But there are basic elements landlords can put in place to respond effectively. When residents first make reports, landlords should attend within timescales and do a thorough inspection.

At this point, the landlord should make sure that where there are other repairs present in the home, they treat the repairs together.

It should deal with these reports within timescales and take them seriously. Landlords should consider how to minimise disruption to the resident and the number of visits needed to the home when resolving the issue.

Landlords should also consider how to keep finding a solution even when the complaints procedure has ended. Residents should not be waiting for our orders on cases to resolve issues.

## Absent or inadequate risk assessments

A key aspect of any response to window repairs is a risk assessment. This is because landlords should assess the risk the situation poses when deciding how to handle the repair.

### London Borough of Haringey

**London Borough of Haringey** (202517494\*) left a resident with a boarded-up window for 5 years. Despite knowing the vulnerabilities in the household, the landlord did not do a risk assessment.

The resident reported that the window shattered in the wind. The landlord boarded it up within 24 hours but then took no action for 5 years. This is despite the resident telling the landlord he could not open them. When the contractor inspected, 2 years after the resident first reported the problems, it also found the window frame in the bathroom was rotten.

The landlord did not carry out safety checks on all windows as recommended by its contractor. The issues led to the resident suffering from excess cold and damp, as well as added security concerns.

The resident and his representative had to chase numerous times for updates. The landlord did not show it considered making the repairs more urgent due to the vulnerabilities in the home.

### **Landlord learning statement**

In its learning from this case, the landlord says it has implemented a new Damp and Mould case management system. It has also improved its repairs management and delivery systems and processes. This makes sure more complex or major works are appropriately tracked and followed through to the satisfaction of residents. It has also restructured, retrained and increase the management focus in both repairs and complaints.

### **BromfordFlagship**

**BromfordFlagship** (202523918\*) failed to consider a resident's vulnerabilities when repairing a window. This led to ongoing delays and inconvenience for the resident.

The resident said she could not attend short notice appointments because of her medical conditions. However, the landlord routinely did not take this into account.

The landlord did not evidence it had good oversight of the case. The resident said the window was leaking and a door was draughty. She had to use a towel to mop up water from the leaking window. The landlord did not repair or replace these within timescales. It did not explain why there was a delay.

After replacing the door, the resident reported it was difficult to open. She had to chase the landlord further for it to respond. It did not provide an explanation until its complaint response.

However, in the response the landlord once again arranged a short notice appointment, which distressed the resident. Failing to arrange a suitable appointment was unfair and showed the landlord did not consider the resident's individual circumstances.

The landlord said it tried to arrange an appointment but could not make contact. There is no evidence to show it tried on multiple occasions across different days, as per its policy. It did arrange an appointment on the same day as a medical appointment the resident had. It did not inform her of this before the day.

Due to ongoing delays, the resident contacted the council. The council issued a Home Improvement Notice requiring works. Most of this work was still outstanding at the point of determination. Our orders remedied this for the resident.

### **Landlord learning statement**

The landlord has strengthened its management of complex cases by introducing a Single Point of Contact (SPOC) model. It has enhanced its senior oversight of high-risk and stage 2 complaints through structured monitoring and earlier escalation.

It has also improved how vulnerabilities and reasonable adjustments are identified and recorded. In addition, quarterly customer learning sessions have been introduced to help inform service improvements. Contractor oversight and repairs management have also been strengthened.

### **Peabody**

**Peabody** (202402514\*) failed to address potential risks in the home during a window repair.

It did not do any risk assessments despite the resident raising fire safety issues.

The resident raised the repairs on multiple occasions, but the landlord still delayed acting. The delays were avoidable. When it raised appointments, often these were short notice and disorganised. The landlords records were poor and often showed works as complete when they were not.

Communication failures also contributed to the delays. The resident repeatedly chased the landlord for updates and said the windows posed health and safety concerns, including difficulties ventilating the home.

There was no evidence the landlord ever arranged some of the works it promised. Our orders rectified the situation for the resident.

## Landlord learning statement

The landlord has strengthened how it manages repairs. This includes improvements to record keeping, escalation processes, and oversight of outstanding work.

## Learning from absent or inadequate risk assessments

Landlords should consider how to include a risk assessment in initial responses to window-related issues. There are many hazards and safety concerns that can come from window disrepair.

Having a risk assessment in place allows the landlord to make an informed decision based on the individual circumstances of the household. This means it can take an evidence-based approach and demonstrate how it came to any conclusions.

This also allows it to take other actions if needed, such as a temporary move or mitigating measures. Doing a risk assessment and understanding the situation can also help residents have peace of mind that the landlord has listened to them and knows the impact the issue is having.

## Cyclical works

Balancing works between planned and responsive is a complex area for landlords to manage. There are a lot of factors to consider when deciding whether to replace them immediately or wait for those major works.

## Gateway Housing Association

**Gateway Housing Association** (202336992\*) failed to effectively investigate a leaseholder's windows repairs. Instead, it left them for over 2 years. The landlord said it might include the repairs in future cyclical works.

The resident said that paint was peeling and window frames were rotting and deforming.

She said she reported this to the landlord multiple times, but the landlord had not inspected. Therefore, it did not know the severity of the issues or whether it needed to do the repairs more urgently than cyclical works.

It said it would instead survey the building for any repair issues when developing its scope for future cyclical works. When it delayed the cyclical works, the landlord did not explain why.

At the point of determination, it still had not done any works or inspections to the building.

### **Landlord learning statement**

The landlord now makes sure delays, changes to planned works, and key updates are proactively shared in a timely and transparent way. It has made improvements to its record keeping and is reviewing its approach to cyclical and planned maintenance.

## **London Borough of Lewisham**

**London Borough of Lewisham (202448818)** moved a window repair into major works despite them being completely rotten. This meant the resident was living with windows in disrepair for over 2 years.

When the landlord first inspected, it said it could not repair the windows, and they would need replacing instead. It then said it would start consultation on the works, which concluded a few months later.

The landlord did further inspections and found all the window frames were rotten and there was a large gap under the window in the front room. This was causing a draught. The inspection report described the windows as being in a “shocking” state. A recent burglary had taken place nearby, raising security fears for the resident. She felt her home was not secure or safe.

The landlord noted again it could not repair them, and they were under priority for the next planned works. However, at the point of determination, no work had taken place. The landlord had not put in temporary measures to improve the situation for the resident while they waited for works. It did not keep them updated on timescales either.

### **Landlord learning statement**

The landlord has strengthened oversight, improved contractor coordination, introduced clearer escalation processes, increased staffing capacity, and enhanced accountability. It also strengthened its approach to damp and mould, including defined response times and improved tracking of repairs.

## **Learning from cyclical works**

The Decent Homes Standard lists windows as key building components. It says that if key components “are old and need replacing, or require immediate major repair, then the dwelling is not in a reasonable state of repair and remedial action is required.”

Sometimes major works suit a job better than one-off fixes. We understand that many things can change work timescales. This includes contractor availability, and the scope of works that landlords require.

However, the risk to the resident’s safety should be a priority and landlords should adequately assess this.

Landlords should assess how timely future works will be before deciding not to replace windows outside of this schedule. They should assess how likely these works are to happen on schedule. They must also evaluate the seriousness of the issues and household circumstances, along with any expert advice they receive.

If landlords decide to replace windows as part of major works, they should consider what temporary repairs it can do.

Landlords should provide timescales for future works. They should also regularly communicate throughout. This keeps residents informed, especially if things change or there are delays.

There are also lessons in these cases for landlords managing other tenures such as shared ownership or leasehold. It’s important the landlord’s sure in its responsibilities and whether they need to conduct section 20 consultations.

## Centre for Learning resources

**Windows key topics page** with reports, podcasts, and case studies.

**Window complaints training** on the Learning Hub.

**Awaab’s Law key topics page** with reports, podcasts, and case studies.

**Awaab’s Law and hazards** eLearning and training.

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

**Knowledge and information management eLearning** on the Learning Hub.

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

**Damp and mould eLearning** on the Learning Hub.

**The Complaint Handling Code**

\* We anonymise all decisions by removing residents’ names, but we publish landlords’ names. In some cases, we choose not to publish a decision if doing so is not in the resident’s or landlord’s interest. Or if publishing it could compromise the resident’s anonymity.

## 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 time but not the land.

Term used	Meaning
	They have responsibility for internal repairs. The landlord is responsible for the building structure and shared areas.
Decent Homes Standard	The Decent Homes Standard (DHS) is the minimum quality level that rented homes in England must meet.
Home Improvement Notice	A formal enforcement notice issued by a local authority that requires a landlord to carry out specified works to remedy hazards or poor conditions in a property within a set timeframe.
Homes (Fitness for Human Habitation) Act 2018	The Homes (Fitness for Human Habitation) Act 2018 requires landlords to ensure their rented homes are fit for human habitation. It gives tenants the right to take legal action if they fail to do so.
Housing Health and Safety Rating System (HHSRS)	The Housing Health and Safety Rating System (HHSRS) is the way councils in England check whether a home is safe to live in.
Category 2 risk	A category 2 risk is a housing hazard that poses a less serious threat to health or safety than a category 1 hazard but may still require action by the landlord or local authority to reduce the risk.
Stage 1 response	A stage 1 response is the landlord's initial written reply to a complaint, in which it investigates the issues raised and sets out its findings and any proposed resolution.
Section 20 consultation process	Must be carried out if any one leaseholder's contribution to the work is estimated to, or does, exceed £250.

Term used	Meaning
Awaab's Law	A new law in England that forces social landlords to fix dangerous problems, especially damp and mould, within set timeframes.



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