Housing Ombudsman Service

Learning from:

Severe Maladministration

Taking the key lessons from our severe maladministration decisions

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Contents

Introduction 3

Impact on daily life 5

Learning from impact on daily life 10

Home ownership 10

Learning from home ownership 15

Major works 15

Learning from major works 16

Centre for Learning resources 17

Glossary of terms used 18

Introduction

This report provides a glimpse into the future.

Roof faults, like window disrepair, is an emerging concern in our casework.

It can present two systemic issues which landlords need to grasp: engaging homeowners and planning major works.

The tension between repairs or maintenance is again present in roof repairs.

Both the new Decent Homes Standard and extension of Awaab's Law could bring these issues to a head.

The reoccurring reasons for service failure offer insights for managing the introduction of the new Decent Homes Standard and, while the cases pre-date Awaab's Law, they reflect some of the early lessons from cases investigated under the law.

With the new Decent Homes Standard on the horizon, lessons from responsive repairs should be transferred into handling major works. This includes oversight, timeliness and communication. Otherwise, poor performance in these areas could undermine what should otherwise be positive outcomes for residents of major works.

Similar to our last focus on windows, the complexity and cost of replacing roofs mean these can be delayed beyond a reasonable timeframe.

The poor handling of 20 consultations with homeowners is also present once more. In some cases, the complexity of different tenures within a building is another factor.

And diffuse accountability between developers and landlords can create another barrier to resolution, with the resident stuck in the middle. Accountability that could be strengthened by a single redress scheme across the housing sector.

These lessons could also be applied to the expansion of Awaab's Law.

Issues present in our early investigations include incomplete risk assessments, unexplained delays, unevidenced reports of no access and no consideration of temporary moves. Reported changes to the condition of the home or the resident's circumstances are sometimes missed by landlords, when an emergency action could be required.

This is another reminder of the importance of triaging Awaab's Law cases to ensure processes are robust and agile.

Under an extended Awaab's Law, landlords will be under pressure to take more immediate and effective action rather than waiting for planned works, if hazards are being caused by a leaking roof.

Landlords should consider what this interplay between the new Decent Homes Standard and Awaab's Law means for them.

The cases in this report pre-date Awaab's Law.

This means there is an opportunity to prevent other residents experiencing similar failings.

Because each case shows the stark human impact of roof disrepair.

This includes rainwater running down a child's bedroom wall for more than 2 years.

Another child's TV catching fire because of water damage.

Every heavy downpour leaves a resident's kitchen ceiling bowing and several residents using buckets to catch rainwater.

Another resident's bedroom becomes unusable while she is undergoing chemotherapy and someone else has to prepare food in a mouldy kitchen while recovering from a double lung transplant.

This is the last 'learning from severe maladministration' report that will be published while I am Ombudsman.

Publishing these cases marked a step-change in accountability and transparency in the sector. As this report shows, the cross-cutting themes can be incredibly strong, providing learning for most landlords and sometimes policy makers. The root causes of severe maladministration can be present in other findings. And where we find no fault, it is often because the landlord has evidenced confident, competent and consistent handling.

These reports are supported by insights and training through our Centre for Learning, helping landlords continue to improve customer experiences in this vital sector.

Richard Blakeway

Housing Ombudsman

Impact on daily life

In these cases, we look at how a roof leak can have a significant impact on daily life. It can cause major disruption in areas like kitchens, bedrooms, or bathrooms.

London Borough of Lambeth

London Borough of Lambeth (202519793*) failed to repair a leak into a child's bedroom.

This meant the bedroom was cold and contained damp and mould. The bedroom also went months without heating or electricity.

Despite knowing children were sleeping in the room, the landlord failed to do a risk assessment. Therefore, there is no evidence it considered whether a temporary move was appropriate.

The landlord did not update the resident on progress. It was unclear when the leak started due to no records in previous inspection reports. It took the landlord 27 months to fix the roof. During this time, it did not offer any temporary repairs.

The landlord said it delayed the work because it needed to carry out a section 20 consultation. However, it took 17 months to start the section 20 consultation process after it knew about the leak. It also raised works to the wrong building, which added delays.

Landlord learning statement

The landlord has strengthened its approach to managing complex repairs. This includes improved oversight of outstanding repairs, clearer ownership of cases, and better communication with residents.

London Borough of Haringey

London Borough of Haringey (**202445455**) failed to do a risk assessment despite children with respiratory issues sleeping in a bedroom with a leak.

The landlord did not offer temporary measures to the family. It is unclear if it considered a temporary move.

When the landlord inspected, it found water damage from a roof leak. It recorded the severity as high. Despite this, it did not do a risk assessment. The landlord raised works to repair the roof outside of its policy timescales.

The resident then reported multiple cancellations and missed appointments. This meant that it did not do any repairs to the roof for 14 months after the inspection. In this time, the impact of the leak on the house had worsened, with damp becoming more significant.

The landlord did a mould wash 21 months after the initial report of the issue.

Landlord learning statement

The landlord has strengthened its repairs prioritisation, escalation for vulnerable residents, record keeping, and proactive communication. It has enhanced complaint handling capacity and training, alongside improved contractor oversight and increased in-house delivery.

Stonewater

Stonewater (202515234*) failed to resolve a leak. This led to water dripping on a child's television, causing a small fire.

Although the landlord knew about the leak for over 11 months, it did not carry out effective works. This included not inspecting the roof for over a month, putting in place any temporary measures, or addressing any risks.

The leak was causing issues with water entering the electrics and smoke detectors. The landlord failed to deal with the issue for a significant period, leaving the resident and his son exposed.

It said there were 2 no access attempts. Yet the landlord cannot evidence that it arranged the appointments so the resident could allow access. When the inspection took place, the landlord delayed reviewing quotes.

The landlord carried out some repairs, but these did not work. The landlord did not provide any post-inspection records to show what works it completed. It also failed to look at the wider block, despite other residents raising the same issues.

The lack of effective works meant the leak worsened with more water coming into the home. It was then that the water leaked onto the television and caused a small fire. The leak affected the kitchen, bathroom, and both bedrooms. The resident had to use buckets in several rooms to catch the water. The landlord did not do a risk assessment at any point.

Landlord learning statement

The landlord has taken action to strengthen its management of complex repairs. It has also improved oversight of high-risk cases and contractor performance. This will help to embed learning across the organisation to help prevent similar failings in future.

L&Q

L&Q (**202516158**) did not resolve a leak. This meant a resident was using several buckets an hour to catch water in her living room.

There were avoidable delays in resolving the issue. The landlord's communication was also poor throughout. It failed to manage the resident's expectations.

The landlord failed to monitor the repair effectively. After repairs did not work, it raised another job. The contractor said it was not a roofing issue, but the landlord did not follow this up or communicate it to the resident. It also failed to explain delays to works when they occurred.

During heavy rainfall, the leak started to become uncontainable. The resident used several buckets an hour to remove the water coming into her living room. She said the room was unusable. The resident raised concerns about the electrics due to the leak. There is no evidence the landlord considered this risk.

Despite knowing there were young children in the home, the landlord did not consider any temporary actions such as a move. There is no evidence of a risk assessment taking place.

Due to the ongoing issues, the landlord's inspections noted that damp and mould was growing. Despite escalating the severity, the landlord did not raise any new repairs order.

The landlord's complaint response lacked empathy. It also failed to respond to key concerns or apologise for further delays. It did not offer redress to recognise the impact of living with a leak for 20 months. It also failed to produce an action plan to resolve the issue.

Landlord learning statement

The landlord has made improvements to its complaint handling and record keeping. It has invested in more staff and training and now embeds learning from complaints into its processes.

Sanctuary

Sanctuary (202523778*) failed to resolve a leak in a resident's bedroom for over 3 years. At the time she was undergoing chemotherapy treatment.

The delays in resolving the leak meant she was living in a bedroom described as cold and having damp and mould. The landlord also failed to provide regular and timely communication during the delays.

There were avoidable delays in this case. The landlord took 6 months to get its first quote from its contractor. It then failed to review the quote. It then asked for a second quote from the contractor when the resident chased it for an update. The landlord did not consider the resident's vulnerability.

The landlord did not follow the works through to completion after receiving the second quote. This meant the works remained outstanding until our intervention.

Landlord learning statement

The landlord has created a more proactive management strategy. It is also implementing new technology solutions to enhance its work and the way it communicates with residents.

Riverside

In 2 cases, **Riverside** failed to carry out appropriate repairs on roof leaks.

Case 202332025*

It did not resolve a roof leak in a kitchen for 18 months. This is despite the resident's husband having a double lung transplant.

Due to the damp and mould caused by the leak, the resident had to separate out the husband's cutlery to avoid contamination.

The landlord did not consider the vulnerabilities in the household. It did not communicate effectively or keep good records to aid the case. This meant it is not clear when or what actions the landlord took during the case.

There is no evidence the landlord inspected the root cause of the leak.

The landlord attended the home on several occasions but delayed starting works that resolved the issue for the resident.

Case 202416972*

It failed to resolve a leak for nearly a year which was impacting a bedroom. The resident was unable to use the room during this time.

The landlord completed inspections but did not do repairs. When it delayed, it did not explain why this happened. The resident asked for a temporary move due to one of the bedrooms not being usable. The landlord rejected this after not seeing mould on a visit.

The landlord completed some repairs and inspections but kept minimal records of the work it carried out. We did not see evidence at the point of determination that it had done the post-works inspection as it promised.

Landlord learning statement

The landlord has undertaken several improvements. It has developed a centralised repairs management system to improve information management and coordination. It has a dedicated Contract Management team to improve oversight of contractor performance. It has created a Complex Works team to provide end-to-end oversight and accountability for cases involving multiple contractors or technical complexity. It has also embedded risk and vulnerability assessments in complex damp and leak cases. On its complaint handling, the landlord has worked with its residents to co-design a new complaints policy.

Learning from impact on daily life

While a leak will be impactful wherever it occurs in a home, the impact on core space for daily life can make it more significant. Landlords should consider how the leak will affect residents and what risk assessments need to take place to reduce this impact.

Of importance, as shown in these cases, is to be aware of the vulnerabilities present in the household. This can help the landlord decide which action it needs to take and be clear about why.

When the leak is impacting a household's daily life, landlords should consider more regular communication. Timely communication is important, but when issues have a daily impact, more regular updates can help.

Home ownership

There are some issues that impact those in homeownership tenures more than others. There are also differences in how landlords need to approach roof leaks involving shared owners or leaseholders that require attention.

Southern Housing

Southern Housing (202424768*) failed to resolve a leak for over 3 years that impacted a kitchen and bedroom.

If the landlord had considered that a latent defect earlier caused the leak, it may have been able to resolve the issue sooner.

Once it did, it worked with the property developer who appointed a specialist leak tracing contractor. This led to the identification of the problem and successful repair.

The leak was impacting the resident's kitchen and bedroom when it rained. In heavy rainfall, it was particularly difficult to contain.

The local authority also inspected and said the ceiling was bowing. The water coming into the home was also leading to damp and mould growth.

The landlord did not act on the first report of the leak for 3 and a half years. It also sent a contractor that could not complete roof works. The landlord sent contractors

without providing building access codes, which delayed the work. During the delays, the landlord was not proactive in its communication. This meant the resident had to take the time to chase for updates.

The landlord did need access to the neighbour's home, which was a delay outside of its control.

Landlord learning statement

The landlord is making improvements in early leak diagnosis and remedy. This is supported by its wider repairs and maintenance transformation programme. This aims to enhance resolution times, communication, and follow-up of all repairs.

L&Q

We made 2 findings of severe maladministration for **L&Q** in 2 different cases involving leaseholders.

Case 202504543

The landlord failed to resolve a leak for 25 months. The resident had the same issue 4 years earlier, but the works were ineffective.

The leak was causing damage to the walls in the home, including her child's bedroom. The resident reported the issue twice, but the landlord could not act on either occasion as it needed scaffolding and did not put it up. The landlord only installed scaffolding 15 months after identifying the need.

The resident reported the issues were worsening but the landlord did not act. When it inspected, it noted the repairs would need a section 20 consultation. However, when the letter went out to residents, it mentioned guttering repairs and not the roof.

The repairs were still outstanding at the point of our determination. Our orders in this case resolved the issue for the resident.

Case 202341315*

There was avoidable delays in completing inspections and works for over 3 years. The record keeping was poor during the case, and it did not let the resident know about delays or missed appointments.

The resident has to empty out bowls regularly and has a pooling of water on her floor when it rains. She is unable to complete internal remedial works as the leak is still ongoing.

During the 3 years, contractors recommended works that the landlord did not carry out. There were multiple inspections but no works to resolve the root cause. When the resident reported further issues as the situation worsened, such as a crack in the ceiling, she did not get a response.

She reported water coming through her light but did not receive a repair from the landlord. When the landlord did put scaffolding up, it was the wrong height. Therefore, it could not complete the works.

At the point of our determination, the landlord had not resolved the issue.

Landlord learning statement

The landlord has made improvements to its complaint handling and record keeping. It has invested in more staff and training, making sure learning from complaints is embedded into processes.

Sanctuary

Sanctuary (202525540*) did not deal with a leak for nearly 4 years. This is despite 4 children living in the home.

The resident, who is a shared owner, reported that the leak was going into both bedrooms and caused damage to the flooring and ceilings. The significant impact of the leak meant she and her family had to pay to live elsewhere.

The landlord delayed getting access to the roof. When it did gain access, it delayed approving the quotes for the works required. It completed some works, but they were not effective. When the resident raised issues again, she said there was litres of water coming through the ceiling when it rained.

The landlord did make some roof repairs after this time, but it was not to resolve the leak issues the resident was facing.

There is no evidence that when the resident said she could not live in the home, that it responded appropriately. It did not direct her to its insurer who could arrange a temporary move. This is despite the resident chasing on numerous occasions.

The resident continued to chase the landlord. It did another inspection over 3 years after the resident first reported the issue. At this point it created an action plan for the works. However, it missed some of the works including the roof and estimated completion dates. It then delayed progressing the quotes for the works.

We ordered £11,000 in compensation for the failings in the case and made sure that it completed works as promised at the point of determination.

Landlord learning statement

The landlord has created a more proactive management strategy. It is also implementing new technology solutions to enhance its work and the way it communicates with residents.

Riverside

Riverside (202314814*) did not deal with a shared owner's flat roof leak for over 4 years. This impacted 3 rooms in the home, including a young child's bedroom.

The landlord repeatedly failed to make a lasting repair and ignored contractor advice about this. The landlord did the same short term repair each time. The resident said that the ongoing nature of the leak meant she could never redecorate as the walls were always wet. It was also causing damp in the home.

Following its stage 1 response, the landlord carried out an independent report into the roof. It found 28 potential breaches which could cause leaks. It took 9 months for the landlord to repair those patches. During this time, the resident had reported another 4 leaks and moved her child out of the bedroom because the issues became so severe.

Landlord learning statement

The landlord has undertaken several improvements. It has developed a centralised repairs management system to improve information management and coordination.

It has a dedicated Contract Management team to improve oversight of contractor performance. It has created a Complex Works team to provide end-to-end oversight and accountability for cases involving multiple contractors or technical complexity.

It has also embedded risk and vulnerability assessments in complex damp and leak cases. On its complaint handling, the landlord has worked with its residents to co-design a new complaints policy.

East Devon Council

East Devon Council (202302969*) failed to stop a leaseholder's leak for nearly 3 years.

The landlord did not carry out repairs to the external walls. After an inspection, it took 5 months to action any works. It started to do works but then stopped as it had not consulted with other leaseholders. During this time, the landlord failed to communicate, forcing the resident to chase it multiple times.

The resident said the ongoing delays meant the internal conditions were getting worse due to the leak.

Despite the local environmental health team and councillor becoming involved, the landlord did not speed up the consultation process. It noted the extent of the works but did not act with urgency. After a member of staff left, the landlord abandoned the consultation process. It was over a year before it sent the section 20 consultation letter to residents.

The landlord said it would improve its communication while it completed the works. We did not see evidence of this.

Landlord learning statement

The landlord has implemented improvements informed by complaints as a key source of learning. These include strengthening its resourcing and recruitment in key roles across its housing service. It has also transformed its delivery models, and improved communication and post-work inspections.

Learning from home ownership

Leaks can be complex cases. When you add in leases, this can be even more difficult for a landlord to handle. These cases show how landlords should consider making sure there is good understanding within teams about responsibilities within any lease or shared ownership agreement. This is a strong starting point for any effective resolution.

Landlords should make sure that knowledge and information management is sharp and its communication proactive during these cases. Especially where there may be a need to launch a section 20 consultation process with others in the block. Landlords should ensure they can implement this process in a timely manner. During this time, landlords should assess the impact of the leak on the household and consider appropriate mitigating measures.

Landlord should make sure they are aware of all ways to help leaseholders and shared owners in leak cases. This includes when to pass to insurers for temporary moves and claiming on damaged belongings.

Major 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 a component immediately, such as a roof, or wait for cyclical works.

London Borough of Wandsworth

London Borough of Wandsworth (202337053*) failed to repair a roof leak and instead wait for major works.

The temporary repairs put in place to last until the major works were not effective. As the landlord did not bring the major works forwards, the same pattern of ineffective repairs took place. Its communication was poor throughout and the resident had to chase for updates.

The ongoing nature of the leak meant that the resident could not sit on her sofa when it rained. She was having to catch water in buckets. She also could not redecorate as the issues were ongoing.

There were numerous delays throughout including failing to raise inspections or book further works. There were times the landlord attended but did not say what works took place. The landlord missed appointments but did not explain why it failed to attend them.

There were multiple inspections carried out over the years but there was a lack of inspection reports.

Landlord learning statement

The landlord now post-inspects all leaks to confirm it has resolved them.

There have been staffing changes within the area housing team and training provided to all front-line staff on knowledge and information management, customer service, repairs, and complaint handling.

As part of a wider housing improvement plan, a condition survey of 100% of its stock will complete by the end of December 2026. This will inform a more data driven capital works programme.

Learning from major works

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 make repairs 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.

Landlords should consider what temporary repairs it can do and provide timescales for future works. They should also regularly communicate throughout. This keeps residents informed, especially if things change or there are delays.

Centre for Learning resources

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

Damp and mould eLearning on the Learning Hub

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

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

Awaab's Law and hazards eLearning and training.

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

Repairs and maintenance 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

* 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. They have responsibility for internal repairs. The landlord is responsible for the building structure and shared areas.
Section 20 consultation	Must be carried out if any one leaseholder's contribution to the work is estimated to, or does, exceed £250.
Decent Homes Standard	The Decent Homes Standard (DHS) is the minimum quality level that rented homes in England must meet.
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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