

# Room for improvement

## Spotlight on... complaints about repairs

## What we do

### Our role

Our role is set out in the Housing Act 1996 and the Housing Ombudsman Scheme approved by the Secretary of State. The Scheme states:

“The role of the Ombudsman is to resolve disputes involving members of the Scheme, including making awards of compensation or other remedies, where appropriate, as well as to support effective landlord-tenant dispute resolution by others.”

The service is independent and impartial.

### Our process

1

**Enquiry:** An enquiry is a request for information, assistance or advice where no formal complaint has been made to the landlord. We may provide information about our service, signpost to other organisations as appropriate or give advice on making a complaint.

2

**Local resolution:** Once a complaint has been made to one of our member landlords we support local resolution between the complainant and landlord. Our role at this stage is to empower landlords and residents, giving them the tools to resolve complaints themselves within the landlord's procedure. We do this by using our dispute resolution principles.

3

**Our formal remit:** When a complaint has completed the landlord's complaints procedure without successful resolution it moves into our formal remit once the designated persons requirements are met or eight weeks have passed.

4

**Assessment and jurisdiction:** We assess whether the complaint is within our jurisdiction, and how we will handle the case.

5

**Early resolution:** We offer an early resolution process working with complainants and landlords to try to agree positive solutions within a time limited procedure.

6

**Formal investigation:** If a complaint cannot be resolved earlier then it will go forward for formal investigation.

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## Foreword

Welcome to the first in a new series of reports where we put the spotlight on issues identified through the complaints we have investigated and resolved. We will focus each report on a particular theme and draw on our casework knowledge and expertise, built up over the last 20 years, to share our learning and help landlords improve the way they handle complaints.

This spotlight report looks at repairs which, year on year, is consistently the biggest category of complaint we deal with – both while complaints are going through landlords' procedures and for those that enter our formal remit for mediation or investigation. So when something does go wrong, it is important to put it right as soon as possible.

From our casework, we have identified the common causes of complaints about repairs and the good practice points that will help landlords to avoid these pitfalls, set out in accordance with our dispute resolution principles. These are simple and straightforward steps that landlords can take. Case studies throughout help to illustrate the issues.

We want this report to be seen as a useful resource by landlords that they can refer to in delivering their repairs service, developing policies and procedures, and handling complaints. We would very much welcome feedback (email [consultations@housing-ombudsman.org.uk](mailto:consultations@housing-ombudsman.org.uk) or see other contact details on the back page). As this is the first in a new series of reports, we would also welcome suggestions for future topics.

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**Interim Housing Ombudsman**

**28 March 2019**

## Repairs overview

### Facts and figures

Dissatisfaction with day-to day ('responsive') repairs<sup>1</sup> consistently accounts for over a third of the complaints made to our service each year.

In 2018-19, the Housing Ombudsman Service closed about 8,500 complaints and over 3,000 concerned repairs. Of these, we made formal decisions on more than 780 cases, also a third of the total number.

Living in a home in a poor state of repair can have a significant impact on residents; this can cause stress and frustration, and damage the ongoing relationship with their landlord, as residents are faced with the issue every day.

Delivering a good repairs service should, therefore, be a high priority for landlords.

### Our approach to complaints about repairs

Our increased focus on the local and early resolution of repairs complaints can avoid the need for a full investigation. Landlords or residents are welcome to contact us for advice, and we will work with both parties to support them in resolving the complaint themselves.

When we do investigate a complaint, we consider what happened when the initial request for a repair was made and look at how the repair was progressed, including what happened during the complaints procedure.

In reaching a decision as to whether there has been any maladministration or service failure by a landlord, the Ombudsman will consider what is fair in all of the circumstances. We will look to see whether the landlord has kept to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

We will also consider any relevant legislation, such as the Landlord and Tenant Act 1985, and look at what the landlord has committed to do under its repairs and maintenance policies and procedures. We will also consider whether the action taken by the landlord meets the standards expected by the Regulator of Social Housing with regard to repairs:

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<sup>1</sup> This report covers responsive repairs. It does not cover major, planned or cyclical works, although many of the principles and good practice points will apply equally to these areas.

## Tenant Involvement and Empowerment Standard

1.2 Registered providers shall ensure that tenants are given a wide range of opportunities to influence and be involved in [...] e) the management of repair and maintenance services, such as commissioning and undertaking a range of repair tasks, as agreed with landlords, and the sharing in savings made

### Home standard

1.2 Registered providers shall:

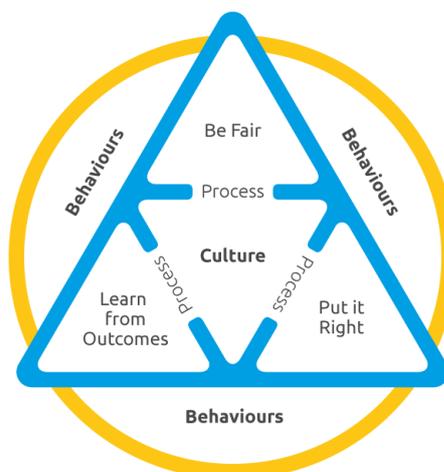
a) provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants and has the objective of complaint repairs and improvements right first time.

b) meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.

2.2.1 Registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach should include: responsive and cyclical repairs; planned and capital work; work on empty properties; and adaptations.

We will not find maladministration if a landlord **acts fairly** and **puts things right** by providing a complainant with appropriate redress. That may involve an apology, compensation, or an undertaking to carry out repairs. If we do find maladministration, we may make orders and recommendations for improvement. Most importantly, we look for assurance that landlords are **learning from complaints** and are using this to improve their services.

**The three areas highlighted above form our dispute resolution principles:**



## Common causes of complaints about repairs

There are a number of common causes of complaints about repairs:

- 1. New lettings**
- 2. Responsibility for the repair**
- 3. The time taken to carry out repairs**
- 4. Record-keeping**

The sections below provide more information on each of these four areas, together with some case studies to illustrate the key learning points.

### 1. New lettings

When a property is let, the landlord must ensure it is free from certain 'risks'<sup>2</sup> and that the facilities are of a decent standard

In most cases, landlords have their own letting standard set out in a policy. This will specify the minimum standard a property should meet when letting it to a resident.

The landlord should carry out a void inspection to determine whether any works are needed to bring the property up to its lettable standard. It is important that the landlord keeps accurate records of void inspections and post-inspections. This may include asking contractors to take pictures once the works are complete.

The landlord should provide the new or prospective resident with details of any outstanding works and of how and when it proposes to complete them. It should also provide the resident with copies of gas and electrical safety certificates as part of the sign-up process.

If there is a disagreement over the condition of a property, the landlord should be able to clearly demonstrate that it met its own letting standard with reference to robust evidence.

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<sup>2</sup> Housing Health and Safety Rating System.

### **Case study A: Standard of a property at the start of a tenancy**

Mr X, a tenant who was registered blind, complained to the landlord about the condition of his property at the start of his tenancy. Mr X took steps to clean and re-decorate the property and asked the landlord for compensation, including the costs incurred, totalling £4,000.

The landlord acknowledged that the property had not met its lettings standard. It apologised and offered £140 in recognition of its service failure concerning the condition of the property, the failure to inform Mr X of its reporting procedures, and the cost of cleaning materials he had purchased. Mr X was dissatisfied with the landlord's offer and brought the complaint to the Ombudsman.

We facilitated early resolution of the dispute. Mr X acknowledged that he had decorated the property to a high standard and that the landlord was not responsible for decorating costs under the tenancy agreement. We encouraged the landlord to consider whether it had done enough to put matters right and whether its offer of compensation was fair in all the circumstances, particularly given the works undertaken by Mr X to prepare the property for redecoration. We also suggested that it consider how it could learn from this complaint in working with vulnerable tenants.

#### **Outcome**

We brought the tenant and landlord together in a conference call. The landlord increased its offer of compensation to £1,120 to cover the costs of works that Mr X would not have incurred had the property met an appropriate standard at the start of his tenancy, and for his time and trouble in carrying out the works. In Mr X's and the landlord's opinion, this resolved the complaint.

#### **Learning points**

The landlord identified a number of ways to learn from the outcome of the complaint, including that Mr X would be invited to join its local scrutiny panel.

## **2. Responsibility for the repair**

A landlord's repairing responsibilities are set out in law, primarily in the Landlord and Tenant Act 1985. It may also have additional obligations written into the tenancy agreement and under its own policies which give residents additional rights, such as repairs to internal doors, fixtures and fittings.

Whether full replacement or a repair is required can be a source of dispute, for example, in the case of an ageing boiler. When a repair is reported, the landlord may need to inspect to determine who is responsible for completing the repair. We would expect to see evidence explaining how the landlord has made its decision including any specialist technical advice.

If a landlord contracts out its repairs service, the obligation to repair remains with the landlord and not the contractor. Landlords need to ensure that they have adequate oversight of their outsourced services.

### **Case study B: Whether a boiler is working as it should**

Mr F complained that his boiler regularly stopped working. He said the landlord needed to replace the boiler as it was breaking down, often daily.

The landlord's inspections found there was no defect with the boiler or the pipes, but there was a problem with the water pressure in the area. When the water pressure fell it caused the boiler to display an error notice. The fix was simple – to increase the water pressure to the boiler by turning a tap for 2-3 seconds. Mr F explained he was at work during the day and it was unreasonable to expect his young family to do this regularly. He considered the boiler in need of repair as it was not working as it should.

#### **Outcome**

The landlord was only obliged to repair if the boiler was “out of repair”. The critical question in this case was whether the boiler was working as it should.

The Ombudsman concluded the boiler was working as it should and it was only out of repair when it was displaying the error. It was not unreasonable to expect the tenant to add some water pressure for the boiler to start it working again.

There was no evidence that a new boiler would have been free from error since the problem of low water pressure would still exist.

#### **Learning points**

The landlord was able to show with reference to its inspection records that there was not deterioration, defect or damage to the boiler. The problem was the water pressure which affected many houses in the area.

### **3. The time taken to carry out repairs**

A landlord is expected to carry out repairs within a “reasonable timescale”. No period for a reasonable time is specified in the legislation. Landlords sometimes provide target times in their tenancy agreement or residents' handbook and these give a strong indication of what is considered to be a reasonable time.

Most landlords will prioritise emergency and urgent repairs. It is important for a landlord to clearly explain its priorities and timescales to residents and, if they can't be met, explain why more time is needed.

We often find that poor communication between landlords, contractors and sub-contractors are the root cause of delays.

### **Case study C: Slow response to a leak**

Ms L complained about her landlord's slow response to a leak in the communal roof which led to mould, damp and condensation.

The landlord acknowledged an unacceptable delay in inspecting and repairing the communal roof, and in diagnosing the cause of the damp and condensation. It offered no explanation for these delays and, although its complaints policy contained a remedies menu, it did not consider whether a compensation payment would be appropriate.

#### **Outcome**

We found that, although an apology was offered, the landlord should have provided an explanation for the lengthy delays in investigating the cause of the leak and repairing it. It should also have considered paying compensation.

We ordered the landlord to pay £610 in compensation. We also ordered the landlord to identify staff training needs arising from this complaint, to ensure that reports of disrepair were properly recorded and followed up.

#### **Learning points**

This case shows the importance of prompt inspection when repairs are reported to diagnose the cause and initiate repair, where appropriate. It also shows the need to consider and apply policies and procedures for repairs and compensation.

## **4. Record-keeping**

It is vital that landlords keep clear, accurate and easily accessible records to provide an audit trail. If we investigate a complaint, we will ask for the landlord's records. If there is disputed evidence and no audit trail, we may not be able to conclude that an action took place or that the landlord followed its repairs policy.

The landlord and its contractors should keep comprehensive records of residents' reports of disrepair and their responses, including details of appointments, any pre- and post-inspections, surveyors' reports, work carried out and completion dates.

### **Case study D: Keeping accurate records**

Ms C complained about her landlord's failure to repair her front door frame and canopy. She said the landlord had inspected the door and contractors had visited and made adjustments, but had not repaired the frame and canopy.

The landlord's response to Ms C's complaint was that it had carried out the necessary repairs.

#### **Outcome**

We found that there had been a service failure by the landlord. Its repair records did not confirm that it had repaired the door frame but showed that it had instead focused on door seals and screws. We ordered the landlord to re-inspect the front door, the frame and the canopy, and to complete any necessary works.

#### **Learning points**

This case shows the importance of accurate record-keeping. If the landlord or contractor concluded that no repairs were necessary to the door frame or canopy, its reasons should have been recorded and explained to the resident.

It also shows the importance of paying attention to the specific details under dispute, particularly in the final response, to ensure that all aspects are addressed.

## Good practice

This section provides some good practice for dealing with complaints about repairs identified under each area of our [dispute resolution principles](#). These are for use by everyone involved in the complaints process.

Our casework shows that landlords who follow basic principles of good complaint-handling resolve more complaints at an earlier stage. We are also less likely to make a finding of maladministration for cases that do end up requiring a full investigation.

### Be fair - treat people fairly and follow fair processes

Landlords should apply consistent principles to all complaints while ensuring each complaint is considered on the facts of the individual case.

#### Landlords should:

- Set out clearly in their policies, procedures and handbooks what type of repairs it is responsible for and which are the resident's responsibility.
- Clearly record residents' reports of disrepair, including phone calls.
- Visit the property, if appropriate.
- Agree actions and timescales for responding in line with your policies and obligations, and confirm these in writing. Inform the resident of any delays and explain why these are necessary.
- When making appointments, provide sufficient notice to the resident and try to accommodate their preferred timing. Confirm appointments and send reminders by text message or other agreed method of contact, if the resident agrees to this. Be sure to update the resident if you need to reschedule.
- Monitor progress and have accessible records of appointments, inspection reports, work orders and completion dates for your own repairs service and for your contractor's.
- If a resident makes a formal complaint, contact them at an early stage, ideally by phone or in person, to clarify the complaint and the outcome they are seeking.
- Provide clear written responses at each stage of the complaints procedure.

- Comply with timescales set out in your policy as far as possible but ensure that the quality of a complaint response is not compromised by the need for speed. It is better to send a comprehensive response in 15 days than a poor response in five – but keep the resident informed.

## Put things right

Identify what, if anything, went wrong and why. Acknowledge responsibility and take action to put it right. Resolving the dispute is a step to improving or rebuilding the landlord and resident relationship.

### Landlords should:

- Address all of the issues raised in the original complaint and set out any further actions with timescales.
- Where appropriate, provide redress which should include an apology and an explanation and may include compensation. Any offer of compensation should be in line with the related policy, but use discretion to take account of the specific circumstances of the case.
- Where complex or extensive work is required, acknowledge that there are outstanding repairs. Explain what action will be taken and provide timescales, even if these are provisional. It may be appropriate to explain whether compensation will be considered once the works have finally been completed.

## Learn from outcomes

The best landlords use complaints about repairs to provide feedback internally and externally, and to drive improvements in services.

### Landlords should:

- Identify what went wrong. For example, poor initial diagnosis, sub-standard work or contractor behaviour. Make changes to prevent it happening again.
- Monitor repairs and complaints to spot recurring issues, for example, in a particular location or with a specific contractor.

- Periodically review complaints made and their outcome with service area staff and contractors.
- Provide feedback gathered from complaints to staff, other service areas, managers and boards/committees to help improve services
- Tell residents what you have learnt from complaints and what changes you have made. This could be in the residents' newsletter, for example, a 'You said: We did' column or on the website.

## Further case studies

### Case study E: Learning from complaints

Ms A reported a damp problem and the landlord diagnosed the need to repair a ventilation unit. A specialist contractor was required, but the landlord repeatedly failed to refer the work to a specialist, despite multiple visits from its repairs operatives and Ms A making a formal complaint. This led to a 28-month delay in the landlord completing the repair, during which there was a significant increase in the damp and mould in the property. The landlord offered Ms A compensation of £800, which included £700 towards her costs in redecorating and replacing damaged furniture.

#### Outcome

We found that, although the landlord had offered compensation of £800, £700 of this was to reimburse Ms A's costs. The compensation was not sufficient to reflect the impact on her and her family of the 28-month delay in repairing the ventilation unit.

Also, the landlord repeatedly closed Ms A's complaint before it had confirmed that the repair to the ventilation unit had been completed, or that Ms A was satisfied with the outcome.

We ordered the landlord to carry out a management review and identify how the complaint could have been prevented and what it would do differently to prevent re-occurrence.

The review resulted in a number of changes to repairs and complaint-handling procedures, ensuring that jobs for specialist contractors were appropriately recorded, logged and monitored. Also, it ensured that complaints where additional works were required were kept open and monitored until those works had been completed.

#### Learning points

The complaints process should have been an opportunity for the landlord to complete the outstanding repair, investigate what had gone wrong, identify learning to improve its services and offer appropriate redress to Ms A but this did not happen.

Following our investigation and orders, the landlord carried out a thorough review and implemented effective changes to prevent similar problems occurring in the future.

## Case study F: Delays and poor communication

Mr H complained about his landlord's response to damp in his property and the level of compensation offered. The landlord's contractor inspected and concluded that there was a leak from the roof, but inaccuracies in the inspection report led to delays and the need for further inspections.

Six months after he reported the damp Mr H made a formal complaint as the works had still not begun and he had received no updates. He was also concerned about how the damp was affecting his family's health.

There were further delays due to problems with scaffolding and what the landlord described as 'administrative errors'. The roof repairs were completed 16 months after the damp was first reported and it was a further six months before internal remedial works and redecoration were finished.

The landlord's response to Mr H's complaint was to apologise for the delays and lack of updates. It initially offered £380 compensation which it later increased to £450, but this did not include compensation for loss of a room. A complaint panel review increased the offer to £1,209 to include loss of a room for the 18 months following Mr H's formal complaint.

The landlord was unable to provide the Ombudsman with copies of the inspection reports it received from its contractors.

### Outcome

We found there was maladministration by the landlord as its compensation offer was not in line with its compensation policy. We ordered the landlord to pay Mr H £1,390 (instead of the £1,209 awarded by the panel) to reflect his loss of a room for 23 months (rather than 18 months) from when the damp was first reported. We also made recommendations for improving the landlord's poor record-keeping and communication with residents.

### Learning points

This case shows the importance of:

- clear communication and updating residents
- accurate record-keeping
- applying all elements of a compensation policy, including discretionary payments where appropriate.

### **Case study G: Putting things right**

Ms J complained that the landlord's engineer gave her incorrect advice about how to use the settings on her heating system. She said this resulted in her receiving an electricity bill which was £700 higher than usual. She asked the landlord for assistance with the cost and provided her past and current bills as evidence. The landlord did not respond to the complaint.

We asked the landlord to respond to the complaint and review its failure to do so previously. We also encouraged it to investigate the cause of the increased electricity usage.

#### **Outcome**

The landlord found that it had provided Ms J with incorrect guidance on how to use the heating system. It also found that it had not initially handled the complaint in line with its complaints procedure and this had caused inconvenience to Ms J. In mediation, the landlord offered to pay the cost of the additional electricity used. It also apologised to Ms J for the inconvenience caused by its failure to initially respond to the complaint and offered her a further £100 compensation for this. In Ms J's opinion, this 'put things right' and resolved the complaint to her satisfaction.

#### **Learning points**

The landlord took appropriate actions to 'put things right'. It reviewed its complaint-handling and investigated the electricity charges in the light of the evidence provided by Ms J. It then offered an apology, explanation and appropriate compensation within our early resolution process. This resulted in the complaint being resolved without the need for a full investigation by the Ombudsman.

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