

**Case summary:
Severe maladministration finding**

Landlord: Orbit

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Complaint categories:

- Repairs
- Complaint handling

Case reference: 201914506

The complaint

Ms L complained about the failure of her heating and hot water system, the damage caused by the landlord when installing a new system and how the new system only worked intermittently.

Background and summary of events

Ms L's home had a ground-source heating system for many years, but it stopped working in 2019. The landlord recorded the fault in February 2019, leaving heaters with Ms L and her son, as they estimated the property would be without heating for four to six weeks. There were a further eight separate references in the repairs log to the system not working and there being no heating and hot water at the property over subsequent months. Ms L and her son took out gym membership in order to shower during this period.

A new heating system was installed in September but broke down the following week. The repairs log records a total loss of power in the property. There was also a leak coming through the living room light and water damage to tiling following the installation. In November the loss of heating and hot water was again recorded at the property as well as problems with a shower.

In November Ms L made a formal complaint to the landlord and, whilst it offered £200 in compensation, it rejected her claims for other costs incurred, including loss of earnings. Ms L did not accept this offer and brought her complaint to the Ombudsman.

Assessment and findings

The landlord's repairs log shows there were problems with the heating and hot water system for a period of at least eight months. However, during our investigation, the landlord failed to provide evidence that it was working proactively and in a timely manner to ensure Ms L had a properly working heating and hot water system in accordance with its statutory and policy obligations. This was unacceptable and demonstrated a serious failure in service which should have been robustly addressed through the complaints process.

The provision of evidence to the Ombudsman during the investigation was poor. For instance, no evidence was provided to show the landlord had explained the problems with the existing system to Ms L, the actions it was taking to rectify matters

and an explanation of timescales. Nor did the landlord show evidence it was keeping in touch with Ms L during this period, and how it was advising or assisting her during the times she was without heating or hot water.

There was anecdotal evidence of the landlord taking some action when Ms L made reports to it, as there is reference to missed appointments and the resident having to take a number of days off work – unpaid – in order to meet with the landlord’s contractor.

The landlord’s records show tiles needed replacing and painting was required upstairs and in the living room to remove water stains following installation of the new system. The landlord also disconnected Ms L’s burglar alarm without reconnecting it when requested. The landlord provided little information in relation to the damage caused by the installation of a new heating system or reasons as to why it was not responsible for rectifying the damage caused.

In response to Ms L’s complaint, the landlord offered an apology for the service she received and for the stress and inconvenience caused. The response was brief, given Ms L had been experiencing significant problems, and provided no explanation as to what had happened or why it had taken eight months to resolve. This was not in line with its policy to show that it is listening, taking ownership and being clear on what can be achieved.

The landlord offered £200 compensation apparently in line with its compensation guidelines, stating that it could not increase this offer as guidelines had to be followed. It did not explain what these guidelines were, or how it came to this amount. While guidelines are useful to ensure complainants are treated fairly, they should not be used to restrict the landlord’s discretion to go outside its guidelines when necessary, according to the circumstances of a case.

Overall, the landlord’s complaint responses were often defensive and questioned Ms L’s motivation for claiming compensation. The landlord failed to comply with its own policies or with the Ombudsman’s dispute resolution principles of being fair, putting things right and learning from complaints.

Determination (decision)

We found severe maladministration in respect of the complaint about the repairs to the heating and hot water system and maladministration in relation to the landlord’s handling of the associated formal complaint.

We ordered the landlord to:

- pay Ms L £1,460 compensation
- consider paying compensation for actual losses, subject to evidence being provided, such as the cost of gym membership and loss of earnings when taking time off work
- review its responsibilities to carry out painting and cosmetic repairs to address damage caused during the installation of the new heating system and a leak from the shower.

We also recommended that the landlord should:

- provide training to staff on complaint handling in relation to its complaints policy and the Ombudsman's dispute resolution principles.